



**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
Department of Technology, Management, and Budget  
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **2**  
to  
Contract Number **180000001124**

<b>CONTRACTOR</b>	GLOBAL TEL LINK CORPORATION	<b>STATE</b>	<b>Program Manager</b>	Bernie Scott	MDOC
	12021 Sunset Hill Road, Suite 100			517-241-8414	
	Reston, VA 20190		<b>Contract Administrator</b>	ScottB4@michigan.gov	
	Warren Hall			Sean Regan	DTMB
	703-955-3910			(517) 243-8459	
	warren.hall@gtl.net			regans@michigan.gov	
	CV0061714				

CONTRACT SUMMARY							
PRISONER TELEPHONE SERVICE FOR DEPARTMENT OF CORRE							
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE			
August 9, 2018	August 8, 2023	2 - 1 Year		August 8, 2023			
PAYMENT TERMS		DELIVERY TIMEFRAME					
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING			
<input type="checkbox"/> P-Card	<input checked="" type="checkbox"/> PRC	<input type="checkbox"/> Other		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
MINIMUM DELIVERY REQUIREMENTS							
DESCRIPTION OF CHANGE NOTICE							
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE			
<input type="checkbox"/>		<input type="checkbox"/>		August 8, 2023			
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE					
\$96,480,000.00	\$0.00	\$96,480,000.00					
DESCRIPTION							
Effective October 1, 2020, this Contract is hereby amended with the following language to add PRC payment options for the MDOC.							
All other terms, conditions, specifications, and pricing remain the same. Per Contractor, agency and DTMB Procurement approval.							

**Language Revisions to Schedule A, Statement of Work**

Add subsection “f.” to Section 18. Pricing/Ordering/Payment

- f. For invoices received from each MDOC Facility, payment documents (PRC with contract reference) will be created as the issuance of payment for the invoice received by the Contractor.

**Language Revisions to Terms and Conditions**

15. **Terms of Payment to Contractor.** For Services or Deliverables that are chargeable to the State, if any, Contractor's invoices must conform to the requirements set forth in the Statement of Work. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Services and Deliverables performed as specified in the Statement of Work. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services and Deliverables purchased under this Contract are for the State's exclusive use.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Services or Deliverables. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment.

Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

**For invoices received from each MDOC Facility, payment documents (PRC with contract reference) will be created as the issuance of payment for the invoice received by the Contractor.**



**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
Department of Technology, Management, and Budget  
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number 1  
to  
Contract Number 180000001124

<b>CONTRACTOR</b>	GLOBAL TEL LINK CORPORATION	<b>STATE</b>	<b>Program Manager</b>	Bernie Scott	MDOC
	12021 Sunset Hill Road, Suite 100			517-241-8414	
	Reston, VA 20190			ScottB4@michigan.gov	
	Warren Hall		<b>Contract Administrator</b>	Sean Regan	DTMB
	703-955-3910			(517) 243-8459	
	warren.hall@gtl.net			regans@michigan.gov	
	CV0061714				

CONTRACT SUMMARY							
PRISONER TELEPHONE SERVICE FOR DEPARTMENT OF CORRE							
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE			
August 9, 2018	August 8, 2023	2 - 1 Year		August 8, 2023			
PAYMENT TERMS		DELIVERY TIMEFRAME					
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING			
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
MINIMUM DELIVERY REQUIREMENTS							
DESCRIPTION OF CHANGE NOTICE							
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE			
<input type="checkbox"/>		<input type="checkbox"/>		August 8, 2023			
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE					
\$96,480,000.00	\$0.00	\$96,480,000.00					
DESCRIPTION							
Effective July 20, 2020, this contract is hereby amended to include the following changes to the contract.							
All other terms, conditions, specifications, and pricing remain the same. Per Contractor, agency and DTMB Procurement approval.							



**MICHIGAN DEPARTMENT OF TECHNOLOGY,  
MANAGEMENT AND BUDGET  
IT SERVICES  
STATEMENT OF WORK FOR IT CHANGE NOTICES**

<b>Project Title:</b> GTL Prisoner Phones – Change Notice 1	<b>Period of Coverage:</b> N/A
<b>Requesting Department:</b> Michigan Department of Corrections	<b>Date:</b> 7/20/2020
<b>Agency Program Manager:</b> Bernie Scott	<b>Phone:</b> 517-241-8414
<b>DTMB Project Manager:</b> N/A	<b>Phone:</b>

The following chart lists the section in the contract being updated and the corresponding change:

Section	Change
Statement of Work Maintenance Service <i>Service Maintenance – Non-functional Requirement</i> Section 14. Contractor Key Personnel and Non-Key Personnel Implementation Manager, Customer Service Manager, Configuration Lead, and Business Analyst.	<p>The following Key Personnel &amp; Non-Key Personnel are being updated below:</p> <p>Implementation Manager: Gamal Mohed Telephone: 99972-535-3433 Email: <a href="mailto:Gamal.Mohed@gtl.net">Gamal.Mohed@gtl.net</a></p> <p>Customer Service: Yolanda Hicks-Thames Telephone: 703-955-3910 Email: <a href="mailto:Yolanda.Thames@gtl.net">Yolanda.Thames@gtl.net</a></p> <p>Configuration Lead: Kyle Saville Telephone: 251-206-8093 Email: <a href="mailto:Kyle.Saville@gtl.net">Kyle.Saville@gtl.net</a></p> <p>Business Analyst: Kelly O’Neil Telephone: 615-509-6280 Email: <a href="mailto:Kelly.ONeil@gtl.net">Kelly.ONeil@gtl.net</a></p>

Schedule E Ancillary Services Additional Ancillary Services	The Additional Ancillary Services is being updated from \$9,757,835.00 to \$10,757,835.00.
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Section	Change
Terms and Conditions Section 7 – Program Manager	<p>The Contractor Program Manager is being updated</p> <p>From: John D. Noey <a href="mailto:john.noey@gtl.net">john.noey@gtl.net</a> 814-386-9945</p> <p>To: Warren Hall <a href="mailto:warren.hall@gtl.com">warren.hall@gtl.com</a> (703) 955-3910</p>
Statement of Work Section 4 Scope Item b	<p>The State is adding red-line drawings to scope:</p> <p>b) Installation of all associated PTS software, hardware, and fiber/cable which may include design, construction, <b>red-line drawings</b>, and installation services.</p>
<p>Statement of Work Maintenance Service <i>Service Maintenance – Non-functional Requirement</i> Section 8. Equipment and Software A. Initial and Ongoing Installations Items 6, 7, and 8</p>	<p>References to fiber installations at ten MDOC facilities to five MDOC Facilities and extend the scope to all buildings on facility grounds are updated below:</p> <p>6. Contractor shall be responsible for installation of underground raceway and inter-building fiber optic cabling to facilitate connection of the telephone systems from the Administration Building to <b>all buildings on facility grounds at five (5)</b> of the MDOC facilities.</p> <p>7. The <b>five</b> facilities that require fiber cabling installation as part of this Contract include:</p> <ul style="list-style-type: none"> <li>a) Bellamy Creek Correctional</li> <li>b) G. Robert Cotton Correctional &lt;- <b>Name corrected</b></li> <li>c) Lakeland Correctional</li> <li>d) Marquette Correctional</li> <li>e) Thumb Correctional</li> </ul>

	8. b) Install a new 24-strand, single mode fiber cable from the Administration Building to <b>all buildings on facility grounds.</b>
Statement of Work Maintenance Service <i>Service Maintenance – Non-functional Requirement</i> Section 9. Access Control and Audit B. Testing Services and Acceptance (UAT) Item 6	Add a 60-day timeframe to UAT:  6. The Contractor for leading user acceptance testing of the Solution. The Contractor’s Solution will not be considered implemented until all user acceptance testing is completed and the results have been confirmed by the State. <b>The Contractor will have 60 calendar days from the installation of the Solution to complete user acceptance testing.</b>
Statement of Work Maintenance Service <i>Service Maintenance – Non-functional Requirement</i> Section 12. Transition Plan Item 2	According to the current contract, GTL’s Project Manager is required to be on-site in Michigan. The State is adding language to allow a Designee (i.e. someone who is based in Michigan).  2. Transition Period- Upon Contract execution and State Administrative Board approval, the Contractor will commence the Transition Period to the actual services Contract start date. In the event of delays due to weather or force majeure, Contractor shall provide a revised Transition Plan. The Michigan Project Manager <b>or Designee</b> must be onsite in Michigan throughout the transition period to ensure all issues are addressed and resolved unless otherwise determined by the MDOC. The parties must mutually agree in writing to the termination date of the Transition Period.
Statement of Work Maintenance Service <i>Service Maintenance – Non-functional Requirement</i> Section 12. Transition Plan Item 4	In lieu of making the post-implementation survey a requirement, the State is adding the bold language below to make it at MDOC’s request.  4. <b>At the request of the MDOC</b> , the Contractor must conduct a post-implementation survey process to provide an internal evaluation and assessment of the program implementation approximately 90 calendar days after the actual services Contract start date. The post-implementation survey must include items relative to all important start up activities and compliance with key Contract provisions, and mutually agreed by the MDOC Program Manager and the Contractor. The Contractor’s survey team must visit each facility and review accomplishments, opportunities for improvement and compliance with the startup / transition

	checklist and key Contract provisions. Survey results must be submitted to the MDOC Program Manager.
Statement of Work Maintenance Service <i>Service Maintenance – Non-functional Requirement</i> Section 12. Transition Plan Item 5	In lieu of making the validation demonstration a requirement, the State is adding the bold language below to make it at MDOC's request.  <b>5. At the request of the MDOC</b> , the Contractor must also conduct a validation demonstration pre-launch and semi-annually to demonstrate the full functionality of the Contractor's solution and ancillary offerings.
Schedule E Ancillary Services	Add the following text:  An update on the remaining balance of each line item will be provided at the GTL Quarterly Operations Review held with the MDOC.
Schedule E Ancillary Services Investigative Case Management	Add a reference to COIN:  Investigative case management ( <b>also known as COIN</b> ) would be available statewide. \$100k one-time and \$150K annually
Schedule E Ancillary Services Additional Ancillary Services	Modify the text in the Description column to read (this change also includes the removal of the text "to combat the contraband cellphone technologies of the future"):  \$1,951,567.00/year is to be paid on August of 2019 2020, 2021, 2022, and 2023 as well as \$1,000.000.00 in 2021 to the MDOC. These funds will be held by GTL in an account to be disbursed to the MDOC upon request. GTL will release funds requested within 30 calendar days of the request.  All unrequested and outstanding funds held by GTL for MDOC will be issued to the MDOC no later than 8/1 of the last contract year.  GTL will provide a quarterly report showing: (1) all deposits made into the account, and the date of deposit; (2) all withdrawals made with the date of withdrawal, and; (3) running total at each transaction. This report may be requested when needed, and the report will be provided at no additional cost.
Schedule E Ancillary Services Additional Ancillary Services	The following language is being modified, per below:

	<p>\$1,951,567.00/year is to be paid on August of 2019 2020, 2021, 2022, and 2023 as well as \$1,000.000.00 in 2021 to the MDOC. These funds will be held by GTL in an account to be disbursed to the MDOC upon request. GTL will release funds requested within 15 business days of the request.</p> <p>All unrequested and outstanding funds held by GTL for MDOC will be issued to the MDOC no later than 8/1/2023.</p> <p>GTL will provide a quarterly report showing: (1) all deposits made into the account, and the date of deposit; (2) all withdrawals made with the date of withdrawal, and; (3) running total at each transaction. This report may be requested when needed, and the report will be provided at no additional cost.</p>
Schedule E Ancillary Services Section 4 – Cell Phone Extraction Software	<p>Adding text to the title:</p> <p>4. Cell Phone Extraction Software <b>(also known as Data IQ)</b></p>
Schedule E Ancillary Services Investigative Case Management	<p>Adding text to the title:</p> <p>Investigative Case Management <b>(also known as COIN)</b></p>
Schedule E Ancillary Services Investigative Case Management	<p>The State is removing the following bullet point:</p> <ul style="list-style-type: none"> <li>• The Contractor must provide a validation process for case notes entered in system. 2 factor authentication for anyone that wants to enter a case note (possibly done by user role). Do not want anyone to be able to enter whatever information they choose if it hasn't been vetted.</li> </ul>
Schedule E Ancillary Services Resources	<p>The State is modifying the below text to read:</p> <p>Investigative Analysts will be assigned to regional offices, MDOC Headquarters, or housed by the vendors at a single location. The Analysts may also be reallocated to specific facilities at any time, for any duration at the discretion of the MDOC.</p>
Schedule E Ancillary Services Resources Item D	<p>The State is adding the bolded text below:</p> <p>d. Contractor must supply Analysts with Contractor owned laptops to access Contractor platforms and</p>



	information. Contractor supplied Analyst laptops must work independently from the State Network. <b>The Contractor will supply a LAN connection to each regional office housing Analysts.</b>
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## AMENDMENT # 01 TO CONTRACT NO. 171-180000001124

This Amendment # 01 ("Amendment"), takes effect as of the date signed by all the parties listed in this preamble ("Effective Date"), amends and revises that certain **Contract No. 171-180000001124**, dated August 8, 2018 (the "Contract"), by and between Global Tel\*Link Corporation ("Contractor") with an address of 12021 Sunset Hills Road, Suite 100, Reston, Virginia 20190 ("Company"), and State of Michigan, with an address of 525 W. Allegan St., Lansing Michigan 48913 ("the State" and "Facility") (Company and Premises Provider collectively, the "Parties" and each a "Party"). All capitalized terms not defined herein shall have the definitions set forth in the Contract.

**WHEREAS**, the State and Contractor entered into a Contract, Contract No. 171-180000001124, dated August 8, 2018; and

**WHEREAS**, Contractor agreed to pay \$1,951,567 / year (annually) to be paid into the Programming and Special Equipment Fund, and

**WHEREAS**, State requests a change to the timing of the payment into the Programming and Special Equipment Fund;

**NOW, THEREFORE**, in consideration of the promises and covenants set forth in this Amendment, and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties' signatures, the Parties agree as follows:

1. The Contract is hereby Amended as follows:

Schedule E., Ancillary Services, Additional Ancillary Services, Page 86 is amended to read as follows:

Revised Language: \$1,951,567.00/year is to be paid on August of 2019, 2020, 2021, 2022, and 2023 as well as \$1,000,000.00 in 2021 to the MDOC. These funds will be retained by GTL in an account to be disbursed to the MDOC upon request. GTL will release funds requested within 30 calendar days of the request.

- All unrequested and outstanding funds held by GTL for MDOC will be issued to the MDOC no later than 8/1 of the last contract year exercised.
- An additional \$1,951,567.00 will be deposited for each additional option year exercised.

Schedule E., Ancillary Services, Additional Ancillary Services, Page 90 is amended as follows:

- \$1,951,567/year and \$1,000,000.00 in 2021, to be paid to the State upon the State's request and at the State's direction, ~~to combat the contraband cellphone technologies of the future~~, provided, however, State will request payment within six (6) months of the date such payment is owed.
- GTL will provide a quarterly report showing: (1) all deposits made into the account, and the date of deposit; (2) all withdrawals made with the date of withdrawal, and; (3) running total at each transaction. The MDOC may request this report when needed and it shall be produced at no cost.

Revised Language: \$1,951,567.00/year is to be paid on August of 2019 2020, 2021, 2022, and 2023 as well as \$1,000,000.00 in 2021 to the MDOC. These funds will be held by GTL in an account to be disbursed to the MDOC upon request. GTL will release funds requested within 30 calendar days of the request.

- All unrequested and outstanding funds held by GTL for MDOC will be issued to the MDOC no later than 8/1 of the last contract year exercised.
- GTL will provide a quarterly report showing: (1) all deposits made into the account, and the date of deposit; (2) all withdrawals made with the date of withdrawal, and; (3) running total at each transaction. This report may be requested when needed, and the report will be provided at no additional cost.
- An additional \$1,951,567.00 will be deposited for each additional option year exercised.

In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein shall control. Except as set forth in this Amendment, the Agreement remains in full force and effect, without modification or amendment, and is hereby ratified and confirmed. This Amendment may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract. Original signatures transmitted by facsimile or electronic mail shall be effective to create such counterparts. Each person whose signature appears below warrants and represents that they have the requisite authority to execute this Amendment on behalf of the entity for which they are signing.

**IN WITNESS WHEREOF, the foregoing Amendment has been executed by the Parties, effective as of the latest date listed below.**



# STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget  
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
P.O. BOX 30026 LANSING, MICHIGAN 48909

## NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **171-180000001124**

between

THE STATE OF MICHIGAN

and

### CONTRACTOR

Global Tel\*Link Corporation  
12021 Sunset Hill Road, Suite 100  
Reston, VA 20190  
Warren Hall  
(703) 955-3910  
Warren.Hall@GTL.net  
\*\*\*\*\*5444

### STATE

Program  
Manager  
  
Contract  
Administrator

Bernie Scott  
517-241-8414  
ScottB4@michigan.gov  
Sean Regan  
517-243-8459  
ReganS@michigan.gov

MDOC

DTMB

### CONTRACT SUMMARY

#### DESCRIPTION:

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
8/9/2018	8/8/2023	2, 1-Year	N/A
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$96,480,000.00



# STATE OF MICHIGAN

## IT PROFESSIONAL SERVICES CONTRACT TERMS

This IT Professional Services Contract (the “**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Global Tel\*Link Corporation (“**Contractor**”), an Idaho corporation. This Contract is effective on August 9, 2018, (“**Effective Date**”), and unless terminated, expires on August 8, 2023 (the “**Term**”).

This Contract may be renewed for up to two (2) additional one (1) year periods. Renewal must be by written notice from the State and will automatically extend the Term of this Contract.

The parties agree as follows:

1. **Definitions.** For the purposes of this Contract, the following terms have the following meanings:

“**API**” means all Application Programming Interfaces and associated API Documentation provided by Contractor, and as updated from time to time, to allow the System to integrate with various State and Third Party software.

“**Authorized Users**” means all Persons authorized by the State to access and use the System under this Contract, subject to the maximum number of users specified in the Statement of Work.

“**Business Day**” means a day other than a Saturday, Sunday or other day on which the State is authorized or required by law to be closed for business.

“**Change**” has the meaning set forth in **Section 3**.

“**Change Notice**” has the meaning set forth in **Section 3.b**.

“**Change Proposal**” has the meaning set forth in **Section 3.a**.

“**Change Request**” has the meaning set forth in **Section 3**.

“**Confidential Information**” has the meaning set forth in **Section a**.

“**Contract**” has the meaning set forth in the preamble.

“**Contract Administrator**” has the meaning set forth in **Section 6**.

“**Contractor**” has the meaning set forth in the preamble.

“**Contractor Personnel**” means all employees of Contractor or any Subcontractors involved in the performance of Services and creation of Deliverables under this Contract.

“**Deliverables**” means the System, API, Equipment, Documentation, Reports, and all other materials that Contractor or any Subcontractor is required to or otherwise does provide to the

State under this Contract and otherwise in connection with any Services, including all items specifically identified as Deliverables in the Statement of Work.

**"Documentation"** means all user manuals, operating manuals, technical manuals and any other instructions, specifications, documents or materials, in any form or media, that describe the functionality, installation, testing, operation, use, maintenance, support, technical or other components, features or requirements of the System.

**"Effective Date"** has the meaning set forth in the preamble.

**"Equipment"** means all hardware and peripherals supplied by Contractor under this Contract, including but not limited to, telephone sets, routers, switches, UPS, TTY, carts, kiosks, computers, work stations, monitors, wiring/cable/fiber (i.e. fiber backbone infrastructure and Cat6 runs, including associated wiring for yard phones), connectors, jacks, guard posts, concrete pads, enclosures, pedestals, bumper pads, mast poles, and any other materials, equipment or hardware that Contractor or any Subcontractor is required to, or otherwise does provide, under this Contract.

**"Financial Audit Period"** has the meaning set forth in **Section 26**.

**"Key Personnel"** means any Contractor Personnel identified as key personnel in this Contract or the Statement of Work.

**"Program Manager"** has the meaning set forth in **Section 7**.

**"Reports"** means all written and electronic reports that Contractor is required to provide the State under this Contract or the Statement of Work.

**"Service Level Agreement"** means the **Schedule D** attached to this Contract.

**"Services"** means any of the services Contractor, or any Subcontractor, is required to or otherwise does provide under this Contract or any Schedule.

**"State"** has the meaning set forth in the preamble.

**"State Data"** has the meaning set forth in **Section 10.a**.

**"State Fee"** has the meaning set forth in **Section 14**.

**"State Review Period"** has the meaning set forth in **Section 13**.

**"Statement of Work"** means the **Schedule A** attached to this Contract.

**"Stop Work Order"** has the meaning set forth in **Section 16**.

**"Subcontractor"** has the meaning set forth in **Section 4.f**.

**"System"** means, collectively, Contractor's integrated prisoner telephone system.

**"System and Equipment Terms Schedule"** means the **Schedule B** attached to this Contract.

**"Transition Responsibilities"** has the meaning set forth in **Section 19**.

**"Unauthorized Removal"** has the meaning set forth in **Section 4.e.ii**.

**"Unauthorized Removal Credit"** has the meaning set forth in **Section 4.e.iii**.

**"User Acceptance Testing Schedule"** means the **Schedule C** attached to this Contract.

2. **Services.** Contractor shall provide the Services and Deliverables pursuant to the Schedules attached to this Contract, including the Statement of Work. The terms and conditions of this Contract will apply at all times to the Schedules. The State shall have the right to terminate a Schedule, in whole or in part, as set forth in **Sections 17 and 18** of this Contract.
3. **Change Control Process.** The State may at any time request in writing (each, a **"Change Request"**) changes to a Schedule, including changes to the Services and Deliverables (each, a **"Change"**). Upon the State's submission of a Change Request, the parties will evaluate and implement all Changes in accordance with this **Section 3**.
  - a. As soon as reasonably practicable, and in any case within twenty (20) Business Days following receipt of a Change Request, Contractor will provide the State with a written proposal for implementing the requested Change (**"Change Proposal"**), setting forth:
    - i. a written description of the proposed Changes to any Services or Deliverables;
    - ii. the schedule for commencing and completing any additional or modified Services or Deliverables; and (B) the effect of such Changes, if any, on completing any other Services; and
    - iii. any additional State Resources Contractor deems necessary to carry out such Changes.
  - b. Within thirty (30) Business Days following the State's receipt of a Change Proposal, the State will by written notice to Contractor, approve, reject, or propose modifications to such Change Proposal. If the State proposes modifications, Contractor must modify and re-deliver the Change Proposal reflecting such modifications, or notify the State of any disagreement, in which event the parties will negotiate in good faith to resolve their disagreement. Upon the State's approval of the Change Proposal or the parties' agreement on all proposed modifications, as the case may be, the parties will execute a written agreement to the Change Proposal (**"Change Notice"**), which Change Notice will be signed by the State's Contract Administrator and will constitute an amendment to the Schedule to which it relates;
  - c. If the parties fail to enter into a Change Notice within fifteen (15) Business Days following the State's response to a Change Proposal, the State may, in its discretion:
    - i. require Contractor to perform the Services under the Schedule without the Change;
    - ii. require Contractor to continue to negotiate a Change Notice;
    - iii. initiate a Dispute Resolution Procedure; or
    - iv. notwithstanding any provision to the contrary in a Schedule, terminate this Contract under **Section 18**.
  - d. No Change will be effective until the parties have executed a Change Notice. Except as the State may request in its Change Request or otherwise in writing, Contractor must continue to perform its obligations in accordance with the Schedule pending negotiation and execution of a Change Notice. Contractor will use its best efforts to limit any delays from any Change to those necessary to perform the Change in accordance with the applicable Change Notice. Each party is responsible for its own costs and expenses of preparing, evaluating, negotiating, and otherwise processing any Change Request, Change Proposal, and Change Notice.

- e. The performance of any functions, activities, tasks, obligations, roles and responsibilities comprising the Services as described in this Contract are considered part of the Services and, thus, will not be considered a Change. This includes the delivery of all Deliverables in accordance with their respective specifications.
- f. Contractor may, on its own initiative and at its own expense, prepare and submit its own Change Request to the State. However, the State will be under no obligation to approve or otherwise respond to a Change Request initiated by Contractor.

4. **Performance of Services.**

- a. **Performance Warranty.** Contractor represents and warrants that its Services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Contract and the specifications set forth in the applicable Schedule. For any breach of this warranty, the State may, at its option, either terminate a Schedule immediately pursuant to the termination provision herein, or require Contractor to provide replacement personnel satisfactory to the State within thirty (30) calendar days of Contractor's receipt of notification from the State. Whether or not the departing Contractor Personnel are to continue working while Contractor attempts to find replacement personnel is at the sole discretion of the State. If Contractor is notified within the first eight (8) hours of assignment that the person is unsatisfactory, Contractor will not charge the State for those hours; otherwise, the State shall pay for all actual hours worked prior to the State's notification of a replacement request to Contractor.
- b. **State Standards**
  - i. The Contractor must adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at <http://www.michigan.gov/dmb/0,4568,7-150-56355-108233--,00.html>
  - ii. To the extent that Contractor has access to the State's computer system, Contractor must comply with the State's Acceptable Use Policy, see [http://www.michigan.gov/dtmb/0,5552,7-150-56355\\_56579\\_56755---,00.html](http://www.michigan.gov/dtmb/0,5552,7-150-56355_56579_56755---,00.html). All Contractor Personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State's system. The State reserves the right to terminate Contractor's access to the State's system if a violation occurs.
- c. **Contractor Personnel**
  - i. Contractor is solely responsible for all Contractor Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.
  - ii. Prior to any Contractor Personnel performing any Services, Contractor will:
    - 1. ensure that such Contractor Personnel have the legal right to work in the United States; and



2. require such Contractor Personnel to execute written agreements, in form and substance acceptable to the State, that bind such Contractor Personnel to confidentiality provisions that are at least as protective of the State's information (including all Confidential Information) as those contained in this Contract.
- iii. Contractor and all Contractor Personnel will comply with all rules, regulations, and policies of the State that are communicated to Contractor in writing, including security procedures concerning systems and data and remote access, building security procedures, including the restriction of access by the State to certain areas of its premises or systems, and general health and safety practices and procedures.
  - iv. The State reserves the right to require the removal of any Contractor Personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and Contractor cannot immediately replace the removed personnel, the State agrees to negotiate an equitable adjustment in schedule or other terms that may be affected by the State's required removal.
- d. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
- e. **Contractor's Key Personnel**
- i. The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State's Program Manager, and provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection.
  - ii. Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("**Unauthorized Removal**"). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under **Section 17**.

- iii. It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under **Section 17**, Contractor will issue to the State the corresponding credits set forth below (each, an **"Unauthorized Removal Credit"**):
    - 1. For the Unauthorized Removal of any Key Personnel designated in the Statement of Work, the credit amount will be \$25,000.00 per individual if Contractor identifies a replacement approved by the State and assigns the replacement to shadow the Key Personnel who is leaving for a period of at least 30 calendar days before the Key Personnel's removal.
    - 2. If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 calendar days, in addition to the \$25,000.00 credit specified above, Contractor will credit the State \$833.33 per calendar day for each day of the 30 calendar-day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$25,000 maximum per individual. The total Unauthorized Removal Credits that may be assessed per Unauthorized Removal and failure to provide 30 calendar days of shadowing will not exceed \$50,000.00 per individual.
  - iv. Contractor acknowledges and agrees that each of the Unauthorized Removal Credits assessed under **Subsection iii** above: (i) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from the Unauthorized Removal, which would be impossible or very difficult to accurately estimate; and (ii) may, at the State's option, be credited or set off against any fees or other charges payable to Contractor under this Contract.
- f. **Subcontractors.** Contractor will not, without the prior written approval of the State, which consent may be given or withheld in the State's sole discretion, engage any third party to perform Services (including to create any Deliverables). The State's approval of any such third party (each approved third party, a **"Subcontractor"**) does not relieve Contractor of its representations, warranties or obligations under this Contract. Without limiting the foregoing, Contractor will:
  - i. be responsible and liable for the acts and omissions of each such Subcontractor (including such Subcontractor's employees who, to the extent providing Services or creating Deliverables, shall be deemed Contractor Personnel) to the same extent as if such acts or omissions were by Contractor or its employees;
  - ii. name the State a third party beneficiary under Contractor's contract with each Subcontractor with respect to the Services and Deliverables;
  - iii. be responsible for all fees and expenses payable to, by or on behalf of each Subcontractor in connection with this Contract, including, if applicable, withholding of income taxes, and the payment and

withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits; and

- iv. prior to the provision of Services or creation of Deliverables by any Subcontractor, if requested by the State:

1. obtain from such Subcontractor confidentiality, work-for-hire and intellectual property rights assignment agreements, in form and substance acceptable by the State, giving the State rights consistent with those set forth in **Section 10** and, upon request, provide the State with a fully-executed copy of each such contract; and
2. with respect to all Subcontractor employees providing Services or Deliverables, comply with its obligations under **subsection c** and **d** above.

5. **Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
Sean Regan ReganS@michigan.gov 517-243-8459	Warren Hall Warren.Hall@GTL.net (703) 955-3910

6. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any Change Notice under this Contract (each a "**Contract Administrator**"):

State:	Contractor:
Sean Regan ReganS@michigan.gov 517-243-8459	Warren Hall Warren.Hall@GTL.net (703) 955-3910

7. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a "**Program Manager**"):

State:	Contractor:
Bernie Scott ScottB4@michigan.gov 517-241-8414	John D. Noey john.noey@GTL.net 814-386-9945

8. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better and a financial size of VII or better.

Insurance Type	Additional Requirements
<b>Commercial General Liability Insurance</b>	

<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations  <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0.
<b>Umbrella or Excess Liability Insurance</b>	
<u>Minimal Limits:</u> \$5,000,000 General Aggregate	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds.
<b>Automobile Liability Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	
<b>Workers' Compensation Insurance</b>	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
<b>Employers Liability Insurance</b>	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	
<b>Privacy and Security Liability (Cyber Liability) Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
<b>Professional Liability (Errors and Omissions) Insurance</b>	
<u>Minimal Limits:</u>	

\$3,000,000 Each Occurrence \$3,000,000 Annual Aggregate  <u>Deductible Maximum:</u> \$50,000 Per Loss	
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If any of the required policies provide claim-made coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Services; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Services; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 Business Days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

9. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.

10. **Intellectual Property Rights.**

- a. System. Contractor hereby grants to the State and its Authorized Users the right and license to use the System and Documentation in accordance with the terms and conditions of this Contract and **Schedule B**. Subject to the rights granted under **Schedule B**, Contractor reserves and retains its entire right, title and interest in and to all intellectual property rights arising out of or relating to the System.
- b. Reports and API. Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Reports and API, and all associated intellectual property rights, if any. Such Reports and API are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Reports or API and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Reports and API, including all intellectual property rights therein.
- c. Knowledge. Each party retains the right to retain and use its skill, knowledge, experience, and know-how, including ideas, concepts, processes, methods and techniques, whether developed prior to, independently of, or in the course of performing the services under this Contract.

11. **Acceptance of the System.** Requirements for User Acceptance Testing (UAT) of the System and the State's criteria for acceptance of the System are set forth in User Acceptance Testing Schedule, attached as **Schedule C**, and the Statement of Work, attached as **Schedule A**.
12. **Service Level Agreement.** Contractor will provide support for the System and Equipment in accordance with the requirements set forth in the Service Level Agreement, attached as **Schedule D**.
13. **Delivery, Acceptance and Warranty of Equipment.** Requirements for delivery, acceptance and warranty of Equipment are set forth on **Schedule B**.
14. **Terms of Payment to the State.** Commencing on 9/25/2018, Contractor will pay to the State \$916,666.67 per month, due and payable on the 30<sup>th</sup> of each month (the "**State Fee**"). The payment method and instructions will be set forth in the Statement of Work. Payment of the State Fee will continue throughout the Term of the Contract, or any renewals thereof. If Contractor fails to pay the State Fee within ten (10) calendar days of its due date, Contractor shall immediately pay to the State a late charge equal to 2% of the delinquent amount. THE OBLIGATIONS OF CONTRACTOR TO PAY THE STATE FEE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, CONTRACTOR'S FAILURE TO COLLECT SUFFICIENT REVENUE FROM ITS OPERATION AND ADMINISTRATION OF THE SYSTEM.
15. **Terms of Payment to Contractor.** For Services or Deliverables that are chargeable to the State, if any, Contractor's invoices must conform to the requirements set forth in the Statement of Work. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Services and Deliverables performed as specified in the Statement of Work. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services and Deliverables purchased under this Contract are for the State's exclusive use.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Services or Deliverables. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment.

Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

16. **Stop Work Order.** The State may suspend any or all activities under a Schedule at any time. The State will provide Contractor a written stop work order detailing the suspension (a "**Stop Work Order**"). Contractor must comply with the Stop Work Order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Schedule. The State will not pay for Services or Deliverables, Contractor's lost profits, or any additional compensation during a stop work period.

17. **Termination for Cause.** The State may terminate this Contract, in whole or in part (including individual Schedules), if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any State location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations under this Contract or a Schedule; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in **Section 18**, Termination for Convenience.

The State will only pay for amounts due to Contractor for Services and Deliverables accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Services and Deliverables from other sources.

18. **Termination for Convenience.** The State may immediately terminate this Contract, in whole or in part (including individual Schedules), without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Services immediately, or (b) continue to perform the Services in accordance with **Section 19**, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
19. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 120 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Services at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Services, training, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed Deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.
20. **General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of

Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; and (iii) employ its own counsel. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

21. **Infringement Remedies.** If, in either party's opinion, any of the Services or Deliverables supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the Services or Deliverables, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
22. **Limitation of Liability.** THE STATE WILL NOT BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED \$50,000.
23. **State Data.**
  - a. Ownership. The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes the State's data collected, used, processed, stored, or generated as the result of the Services, including but not limited to call detail records and call recordings contained in the System. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This Section survives the termination of this Contract.



- b. Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Services. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Contract, the applicable Schedule, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This Section survives the termination of this Contract.
  - c. Discovery. Contractor shall immediately notify the State upon receipt of any requests which in any way might reasonably require access to State Data or the State's use of the System. Contractor shall notify the State Program Manager by the fastest means available and also in writing. In no event shall Contractor provide such notification more than 2 Business Days after Contractor receives the request. Contractor shall not respond to subpoenas, service of process, FOIA requests, and other legal requests related to the State without first notifying the State and obtaining the State's prior approval of Contractor's proposed responses. With regard to subpoenas or documents subject to disclosure pursuant to a court order, to the extent the State objects to the release of information, the State will file any appropriate objections to the release of the information. Contractor agrees to provide its completed responses to the State with adequate time for State review, revision and approval. State agrees to provide timely approval, such approval shall not be unreasonably withheld, to Contractor in order to allow Contractor sufficient time to meet any court ordered or subpoena deadlines.
  - d. Compromise of State Data. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) perform or take any other actions required to comply with applicable law as a result of the occurrence; (d) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; (e) pay for any costs associated with required notification and credit monitoring to affected individuals; and (f) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence. This Section survives termination or expiration of this Contract.
24. **Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.

- a. Meaning of Confidential Information. For the purposes of this Contract, the term “**Confidential Information**” means all information and documentation of a party that: (a) has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term “Confidential Information” does not include any information or documentation that was or is: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA) by the receiving party; (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
- b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor’s responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State’s Confidential Information in confidence. At the State’s request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Schedule corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party’s possession, custody, or control. Should

Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party.

25. **Data Privacy and Information Security.**

- a. Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality and security as further described in this Contract and the Statement of Work, Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data and facilities; (b) protect against any anticipated threats or hazards to the security or integrity of State Data or facilities; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all Contractor Personnel comply with all of the foregoing. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable State IT Policies, Standards, and Procedures, which are available upon request by Contractor, and which are consider the State's Confidential Information.
- b. Right of Audit by the State. Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Services and from time to time during the term of this Contract. During the providing of Services, on an ongoing basis from time to time and without notice, the State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, upon request by the State, Contractor agrees to complete, within forty-five (45) calendar days of receipt, an audit questionnaire provided by the State regarding Contractor's data privacy and information security program.
- c. Audit Findings. With respect to State Data, Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.
- d. State's Right to Termination for Deficiencies. The State reserves the right, at its sole election, to immediately terminate this Contract or an applicable Schedule without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this Section.

26. **Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Financial Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Financial Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Services are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until

the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Services in connection with this Contract.

27. **Assignment.** Contractor may not assign this Contract to any other party without the prior written approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party.
28. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

29. **Warranties and Representations.** Contractor represents and warrants to the State that: (a) It will perform all Services in a professional and workmanlike manner in accordance with best industry standards and practices for similar services, using personnel with the requisite skill, experience and qualifications, and will devote adequate resources to meet its obligations under the Schedules; (b) the Services and Deliverables provided by Contractor will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (c) it has the full right, power, and authority to enter into this Contract, to grant the rights granted under this Contract, and to perform its contractual obligations; (d) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and (e) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under **Section 17**, Termination for Cause.
30. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Services in connection with this Contract.
31. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations applicable to its provisions of Service under this Contract. Notwithstanding the foregoing, the State agrees that Contractor has no responsibility to advise the State with respect to any law, regulation, or guideline that may govern or control any recording or monitoring capabilities by the State, or compliance therewith. Contractor has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance

therewith, and makes its own determination on when and how to use the monitoring and recording capabilities supplied through this Contract. Contractor disclaims any responsibility to provide, and in fact has not provided, the State any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Contractor further disclaims any and all liability arising out of failure of the State (or Contractor at the direction of the State) to comply with such law, regulation or guideline.

32. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.
33. **Prevailing Wage.** This Contract and any subcontract may be subject to the Prevailing Wage Act, 1965 PA 166. For any Services involving construction, Contractor must comply with the state prevailing wage law and its requirements
34. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
35. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
36. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Services from other sources.
37. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
38. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute their Contract Administrators if unable to resolve the dispute within 15 Business Days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' Contract Administrators and either concludes that resolution is unlikely, or fails to respond within 15 Business Days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

39. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
40. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
41. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
42. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
43. **Schedules.** All Schedules that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

<b>Schedule A</b>	Statement of Work
<b>Schedule B</b>	System and On-Site Equipment Terms
<b>Schedule C</b>	User Acceptance Testing Terms
<b>Schedule D</b>	Service Level Agreement
<b>Schedule E</b>	Ancillary Services

44. **Entire Agreement.** This Contract, including the Schedules, constitutes the sole and entire agreement of the parties to this Contract with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms of this Contract and those of any Schedules, the following order of precedence governs: (a) first, this Contract; and (b) second, the Schedules. NO TERMS ON CONTRACTOR'S INVOICES, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE SERVICES, OR DOCUMENTATION HEREUNDER WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF SUCH SERVICE OR DOCUMENTATION REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

## STATE OF MICHIGAN

### Prisoner Telephone Service for Department of Corrections

#### **Schedule A Statement of Work**

##### 1. DEFINITIONS

The following terms have the meanings set forth below. All initial capitalized terms that are not defined below have the respective meanings given to them in Section 1 of the Contract Terms and Conditions.

Term	Definition
24x7x365	Means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).
ADA	Means Americans with Disabilities Act.
Additional Service	Means any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional review and approval and will be at no additional cost to the State.
BNS	Means Billed Number Screening and is used to ensure that calls to block numbers are not completed.
BTN	Means Bill to Number.
Business Critical	Means any function identified in any Statement of Work as Business Critical.
Business Day	Whether capitalized or not, means any day other than a Saturday, Sunday or State-recognized holiday from 8:00am EST through 5:00pm EST unless otherwise stated.
Chronic Failure	Defined in any applicable Service Level Agreements.
CLEC	Means Competitive Local Exchange Carrier.
Collect Call	A call positively accepted by the called party and a call in which the called party will pay the charges of the call.
Days	Means calendar days unless otherwise specified.
Debit Call	A call placed using telephone time that a prisoner has pre-purchased debited from his/her Prisoner Accounting System account.
DTMB	Means the Michigan Department of Technology, Management and Budget.
Incident	Means any interruption in Services.

IVR	Interactive Voice Response
LATA	Means Local Access and Transport Area
LEC	Means Local Exchange Carrier.
LIDB	Means Line Information Data Base.
Master Agreement	An alternate term for Contract and is used in the State's computer system.
MDOC	Means Michigan Department of Corrections
NDA	Means Non-Disclosure Agreement.
New Work	Means any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
NIST	National Institute of Standards Technology
PAN	Means Personal Approved Number(s).
PIN	Means Personal Identification Number.
Pre-paid Collect	A call made by a prisoner using funds prepaid by family or friends associated with approved telephone numbers on a prisoners PAN. A pre-paid collect call shall only be made to the specific number for which the called party has established an account with the contractor.
PSP	Means Policies Standards and Procedures.
PTS	Means Prisoner Telephone System
PSEF	Programming and Special Equipment Fund
Solution	Means a process, system, function, or capability that the State is seeking under this Contract.
State	State of Michigan
State Location	Means any physical location where the State performs work. State Location may include State-owned, leased, or rented space.
TDD/TTY	Means a telecommunications device for text communication via a telephone line, used when one or more of the parties is deaf or hard of hearing or has a speech impairment.



Unauthorized Removal	Means the Contractor's removal of Key Personnel without the prior written consent of the State.
Universal Numbers List	A list of 10-digit telephone numbers that prisoners can call free of charge for information or reporting requirements.
UPS	Means an Uninterruptible Power Source.
Workstation	Defined as equipment used for monitoring prisoner calls. This includes a UPS (Universal Power Source) to keep power to the workstation up to 30 minutes after a power failure in order to monitor calls.

## 2. BACKGROUND

The MDOC is required by State law (MCL 791.203 and 791.270) and Administrative Rule 791.6638 to provide prisoner telephone service (PTS) to prisoners. The MDOC has special security requirements and has a prime objective of controlling prisoners telephone usage and limiting the use of the telephone system for fraudulent activity. The telephone calls are monitored for public safety, security and to prevent fraudulent activity.

The MDOC's Procurement, Monitoring, and Compliance Division (PMCD) has oversight for MDOC's contracts and ensures that the Contractor is delivering services according to the contract requirements. The Contract Manager or designee will serve as the lead for all contract related issues, and will assist in facilitating kick off meetings, determining service level agreements, overseeing the transition timeline and working with the MDOC program staff to ensure the contractual requirements are being met. A contract monitor will be assigned to monitor the contract(s), and as part of his or her role they will conduct regular monitoring of all contract related activities.

## 3. Purpose

This Contract is for prisoner telephone services for prisoners housed in MDOC correctional facilities. The Contractor is responsible for furnishing, installing and maintaining a PTS for use in all present and future correctional facilities that will allow MDOC prisoners to complete auto-collect local, debit through disbursement, long-distance and international calls and/or pre-paid local, long-distance and international calls from the MDOC correctional facilities. The MDOC currently houses approximately 40,000 prisoners in 30 facilities. The number of prisoners housed at any one time with the MDOC will vary and no specific number of prisoners is guaranteed.

This Contract requires the new system of digital telephones to run on fiber or Cat 6 cabling, with the exception of yard telephones. Telephones in prison yards shall remain analog, running on copper infrastructure.

Based on the operational needs of the correctional system, the MDOC reserves the right to require the Contractor to add or delete facilities, in addition to those originally contemplated. The MDOC may adjust the number of prisoners served at any time. The MDOC may increase or decrease the number of facilities housing prisoners served by the Contract. No specific number of facilities housing prisoners or number of prisoners is guaranteed. Therefore, the Contractor must be prepared to make any necessary changes as required. Verbal notification will be provided by the MDOC Program Manager, or designee, with follow-up written notification. Written notification will be provided at least 14 days in advance.

The prisoner telephone services provided by this Contract include, but are not limited to, a turn-key single integrated telephone system Statewide, telephone equipment, telephone monitoring equipment and services, and other ancillary services to be determined. The systems shall include telephones, Inter- and Intra-LATA service, call control, and monitoring and recording equipment. This Contract also provides

economically efficient methods for collect, pre-paid, debit through disbursement calls, etc. The system shall provide features such as a security-controlled environment; allowing and disallowing calls to specific telephone numbers; recording, monitoring, and playback capabilities; verification of calls against the LIDB system; detection of three-way calls; and tools that aid investigators and a centralized database. Contractor is responsible for establishing any relationship with a common carrier to establish connectivity within the facility.

In addition, Contractor must provide ancillary services as described in Schedule E .

Detail pertaining to required ancillary services is described in Schedule.

#### 4. SCOPE

The Contractor shall furnish, install and maintain all equipment and software necessary to provide all telephone services to the prisoners utilizing the Contractor's PTS to all current and future correctional facilities operated by the MDOC.

Contractor must provide the following services for the complete and successful implementation of a Prisoner Telephone System (PTS):

- a) Verify and validate technical specifications,
- b) Installation of all associated PTS software, hardware, and fiber/cable which may include design, construction, and installation services,
- c) Services to implement the software, including configuration, customization, modification, interfaces, and integration and validation testing,
- d) Conversion of all data currently stored for PTS,
- e) Application testing,
- f) Transition of business operations to a new PTS,
- g) Train MDOC personnel, DTMB support staff, and technical staff in the use and operation of the PTS,
- h) Training documentation and training materials,
- i) Knowledge transfer to State as identified through the project,
- j) System documentation to include user and technical manuals,
- k) User help desk support for the duration of the Contract,
- l) Technical help desk support for the duration of the Contract,
- m) Ongoing system maintenance,
- n) Hardware requirements for the PTS,
- o) PTS supporting investigative and analytical processes,
- p) Mandatory Services that are functions and processes involving the PTS that are required of the Contractor and the PTS, and
- q) Ancillary Services that are optional to the State.

#### 5. SPECIFIC STANDARDS

##### **Enterprise IT Policies, Standards and Procedures**

Contractor is advised that the State has methods, policies, standards and procedures that have been previously developed. Contractor is expected to provide services that conform to State IT policies and standards. All services and products provided under this Contract must comply with all applicable State IT policies and standards. Contractor is required to review all applicable links provided below and state compliance in their response.

Enterprise IT Policies, Standards and Procedures: [http://www.michigan.gov/dtmb/0,4568,7-150-56355\\_56579\\_56755---,00.html](http://www.michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html)

## **Acceptable Use Policy**

To the extent that Contractor has access to the State's computer system, Contractor must comply with the State's Acceptable Use Policy, see [http://michigan.gov/dtmb/0,4568,7-150-56355\\_56579\\_56755---,00.html](http://michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html). All Contractor Personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State's system. The State reserves the right to terminate Contractor's access to the State's system if a violation occurs.

## **Look and Feel Standard**

All software items provided by the Contractor must adhere to the Look and Feel Standards [http://www.michigan.gov/documents/som/Look\\_and\\_Feel\\_Standards](http://www.michigan.gov/documents/som/Look_and_Feel_Standards).

## **Mobile Responsiveness**

The Contractor's Solution must adapt to mobile devices (i.e. tablets and cell phones) otherwise known as Mobile Responsive Design.

## **ADA Compliance**

The State is required to comply with the Americans with Disabilities Act of 1990 (ADA), and has adopted a formal policy regarding accessibility requirements for websites and software applications. The State is requiring that Contractor's Solution, where relevant, to level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0. Contractor may consider, where relevant, the W3C's Guidance on Applying WCAG 2.0 to Non-Web Information and Communications Technologies (WCAG2ICT) for non-web software and content. The State may require that Contractor complete a Voluntary Product Accessibility Template for WCAG 2.0 (WCAG 2.0 VPAT) or other comparable document for the Solution.

[http://www.michigan.gov/documents/dmb/1650.00\\_209567\\_7.pdf?20151026134621](http://www.michigan.gov/documents/dmb/1650.00_209567_7.pdf?20151026134621)

The Contractor shall provide accommodations necessary to comply with ADA requirements, including, but not limited to, providing telephones which are accessible to persons in wheelchairs and providing systems that are compatible with (TDD/TTY). Deaf or hard of hearing as identified by the MDOC. The Contractor shall provide the requested number of TDD/TTY units as specified and requested by MDOC. The State reserves the right to modify number of units, based on prisoner population needs at no additional cost to the State.

The Contractor will provide the most up to date TDD/TTY system as agreed upon by the MDOC and the Contractor, or a functionally equivalent model as approved by the State. The Contractor's call processor will connect to a circuit that has the capability of accessing a TDD/TTY relay center. The system will have a centrally managed database with all relay centers' contact information. These numbers will allow prisoners to process messages without voice overlays. The Contractor will keep this database current. Any number not in this list will have a voice overlay. The Contractor will work closely with the State to ensure that the security features designed into standard calling practices are incorporated into the calls made by prisoners through the relay centers. The call detail record (CDR) for a prisoner's TDD/TTY call contains the same details as a normal prisoner call (e.g. destination number, date, time, duration, et cetera) plus a transcript of the typed-text. Chain of Evidence must be ensured by the Contractor's security encryption of all recorded data. This includes recordings, blocked numbers, PINs and PANs. Contractors must provide a list of all mobile devices that are compatible with the PTS. To assist hearing impaired prisoners, amplified volume control is a required feature of the PTS. In addition, the telephone keypad must be ADA compliant with a "raised bump" on the number 5 button to assist visually impaired prisoners.

The Contractor shall provide a solution for Video Relay Service (VRS) utilizing an established video relay service provider. The use of VRS will be restricted to prisoners designated by MDOC. There will be no additional costs to the called parties or the prisoner for the use of this service. The VRS system must connect to the Contractor's System and have the ability to restrict calls via a Personal Approved Numbers (PAN) List. The VRS solution must allow the prisoner to use a handset if needed. All calls made using the VRS Service will be documented in the System in the same manner as voice calls outlined in this Contract. The video will be recorded, retained, and available for MDOC Staff for 45 days except attorney calls and those identified by MDOC. Contractor must provide digital phones on portable carts for mobile use at each facility for MDOC prisoners not able to use the wall mounted kiosks.

## 6. Requirements

The following business processes make up the PTS project implementation:

- Prisoner Telephone Registration
- Telephone calls
- Call Payments
- Technical Security Rules
- Maintenance
- General Contractor Requirements

### Prisoner Telephone Registration

#### **Registration - Functional Requirements - PIN Application**

The PIN application shall work with the PTS using all the features and functionalities described herein. No calls shall be made without a PIN (with the exception of designated universal numbers).

The PTS shall have the capability to provide collect, debit through disbursement and pre-paid station-to-station calling by a prisoner utilizing a 4 (four) digit PIN and voice biometric authentication. No call shall be completed (with exception to designated universal numbers) without the use of the prisoner's PIN and voice biometric authentication. The Contractor must provide a method for prisoners to register a voice biometric authentication through a prompt at the beginning of his/her first call. After initial registration, the prisoner shall only be able to change their voice biometric authentication through a manual process involving an MDOC staff member. In addition to changing the PIN on the first call, the prisoner is also required to enroll in voice biometric authentication and the continuous voice biometric feature which provides voice authentication throughout the entire call.

Once the prisoner is enrolled, the voice print does not reset unless manually done by MDOC authorized staff, or if the prisoner transfers to a new facility. MDOC staff can reset the enrollment for the prisoners, which will require them to re-enroll.

The PTS shall provide personal approved numbers (PANs) associated with each PIN. These PANs shall store a set quantity of allowed telephone numbers for each prisoner. The Contractor shall indicate whether the PTS document updates or keeps a history of PAN entries (e.g. time/date stamp, etc.). Currently prisoner PANs are created based on the first 20 (twenty) numbers a prisoner calls each quarter (January 1st, April 1st, July 1st, October 1st).

#### **A. PAN Auto Enrollment Feature**

The Contractor's PTS PIN system supports the automatic addition of allowed numbers to a prisoner's Personal Allowed Number (PAN) via the Auto PAN function. In this "self-learning" mode, prisoners add a

number to their PAN list the initial time that they dial that number. MDOC configures whether Auto PAN is enabled for the PIN and the maximum number of destination telephone numbers that can be added to each prisoner's PAN via Auto PAN. The system can be configured for each new PIN added to the system defaults to Auto PAN Enabled with the Max PAN set to MDOC's approved limit.

## **B. PAN Prisoner Self-Management Option**

The Contractor's PTS can optionally provide an IVR (interactive voice response) feature to allow prisoners to request that a number be added or to remove, activate, or deactivate telephone numbers on their PAN lists; up to the MDOC-allowed number of entries. The PTS performs automated validation checks when prisoners attempt to add new numbers to their personal call lists. Adding a number to the list requires the consent of the called party; the system will auto-dial the called party and play prompts to obtain consent (or refusal) for the number to be added to the list. Once the prisoner creates the initial call list, he/she can make changes when desirable or necessary. The PAN Auto Enrollment IVR allows the prisoner to select the language used for prompts and requires the prisoner's PIN to validate identity. The prisoner has options to add, delete, and check the status of numbers previously added or requested.

## **C. Add a Number**

When attempting to add a number, depending on circumstances, the prisoner will hear messages such as:

- The telephone number you just added needs consent, please check back in 48 hours for the status of this number.
- I'm sorry, by request prisoner calls to this number are blocked and cannot be added to your call list.
- The phone number you entered is already on your call list, please check the status of this number.
- You already have the maximum (e.g. 10) active numbers on your call list. Numbers successfully added (requested) by the prisoner are called by the IVR up to three times a day for five days (Mon - Sunday 9am ET, 3pm ET, and 7pm ET), to acquire consent from the called party. While in this five-day queue, the destination number is classified on the prisoner's call list as "pending approval". When the consent call from the IVR is answered by the called party, the IVR plays a message explaining that [recorded prisoner name], who is a prisoner in [facility name], requests to be allowed to make calls to this number. The called party is instructed to consent by pressing a specified number key, or to decline the request by pressing an alternate key. If the called party indicates that the request is declined the number is placed in the PTS blocked numbers database, and the destination number flagged as "denied" and removed from the prisoner's list. On the 6th day, if still no response from the called party, the destination number is updated on the prisoner's call list as "no response" and is deactivated.

## **D. Delete a Number**

To delete a number from his or her PAN, the prisoner selects the IVR delete number option and enters the number that is to be deleted. The system removes the number from the prisoner's PAN. Check Number Status: To check the status of a particular number previously added (requested) the prisoner selects the IVR check status option and enters the number to be checked. Depending on the circumstance, the prisoner hears messages similar to:

- This telephone number has consented to your calls. (Approved)
- This telephone number has denied your calls: (Denied)
- This telephone number is still pending approval. Please check back in 48 hours for results. (Pending approval)

- This telephone number did not respond to your request for consent within the given time frame. (No response after maximum number of days).
- If the phone number is on the prisoner's call list, but is suspended, the prisoner will hear "The telephone number is currently on your call list but has been suspended." (Suspended)
- If the phone number is on the prisoner's call list, but is deactivated, the prisoner will hear "The telephone number is currently on your call list but has been deactivated." (Deactivated)

#### **E. Review All Numbers on the PAN**

To hear the list of all numbers on his or her PAN list, the prisoner chooses the List PAN option. The system plays each number and its current status:

- Approved
- Denied
- Pending approval
- No response
- Suspended
- Deactivated

#### **F. PAN Auto Enrollment Report**

The PTS provides a PAN Auto Enrollment Report that includes all numbers requested by prisoners for addition to their Personal Allowed Numbers lists. The report identifies each call list by prisoner and reports the status of each number: Approved, Denied, Pending Approval, No Response, Suspended, or Deactivated.

#### **Registration - Non-Functional Requirements - PIN Application**

Correctional facilities and Central Office administrators shall have the authority to modify or review any privileges or restrictions pertaining to a prisoner. Level of authority will be password/user account based.

Once the prisoner's account has been activated in the PTS, the prisoner shall be allowed to place calls from any telephone within the MDOC correctional facility they are currently located (unless a restriction is placed on that prisoner by MDOC). If the prisoner is moved, the MDOC requires the PTS to restrict the PIN for use at the previous correctional facility and activate the PIN at the new correctional facility only.

PIN and information will be stored in a centralized database and can be accessed either locally or remotely by any designated user with the appropriate passwords and permissions. If the State desires, the Contractor will migrate all prisoner data (Name, PIN, etc.) into the Prisoner Telephone System.

The PTS shall be capable of transferring prisoner information (e.g. PINs, PANs, etc.) from one correctional facility to another correctional facility without requiring manual re-entry of the prisoner information. A prisoner's PIN cannot be activated in more than one correctional facility at a time

The PTS shall allow only MDOC staff the ability to change a prisoner's PIN manually. The prisoner shall not have the ability to change their PIN through an automated process.

### **Telephone Calls**

#### **Making a call**

- Prisoners must have ability to make a call using the telephone system after pin registration.

- Prisoners must have ability to use their telephone account after transferring funds from their Prisoner Accounting System account to pay for call services.
- Friends and family of a prisoner must have the ability to deposit funds in the prisoner's telephone account for the purpose of calling their number only.

### **Making collect calls**

- Prisoners must have the ability to call friends and family and have the charges assessed to the called party via a verbal understanding and acceptance.

### **Making a TDD/TTY call or other ADA compliant technologies**

- Prisoner with an identified disability must be able to complete a telephone call with little to no assistance.
- Prisoners with an identified disability must be able to complete a call with or without voice activation depending on the situation and direction from MDOC.

## **Telephone Calls - Functional Requirements**

### **A. Universal Numbers Lists**

1. The Contractor shall have the capability to establish Universal Numbers Lists (e.g. a line designated for Prisoner Rape Elimination Act (PREA), "informant" lines, or others the State deems necessary). Calls to a Universal number may be free as determined by MDOC and shall be routed via the PTS to a destination designated by MDOC. If so requested by the MDOC, the destination for a Universal Number may be an automated voicemail box. All Universal Numbers must be in a standard 10-digit telephone number format, and all pre-existing numbers shall be incorporated into the new PTS. Universal Number calls may not require a PIN or voice recognition for anonymity of the prisoner as determined by the MDOC.
2. The PTS must be capable of incorporating all existing Universal Numbers without generating a new telephone number. The PTS must also have the ability to produce an alert to an MDOC email, a text message, and/or a designated telephone number every time a designated Universal Number is called by a MDOC prisoner.

### **B. Telephone Call Restrictions**

1. The telephone network services provided by the Contractor shall not be capable of being detected by the called party for calling number identification.
2. The PTS shall prohibit direct-dialed calls of any type.
3. The PTS shall prohibit access to "411" information service.
4. The PTS shall prohibit access to 800 and 900 type services.
5. The PTS shall prohibit access to multiple long-distance carriers via 10 10-XXX numbers.

6. The PTS shall prohibit access to “911” emergency services.
7. The PTS must be able to be shut down quickly and selectively. The MDOC must be able to shut down the PTS by cut-off switches or through the phone system. The State requires manual switches at several locations, including, but not limited to:
  - a) At demarcation location – total correctional facility telephones
  - b) By central control center – select telephones
  - c) By select housing units – control center

#### **C. Call Detection Capabilities**

1. The PTS shall have the capability to detect and terminate any attempts of Call Forwarding.
2. The PTS shall have the capability of answer detection.
3. The prisoner’s call shall be muted until the called party has positively accepted the call. The PTS must not allow the prisoner to hear the called party prior to the actual positive acceptance of the call.

#### **D. Call Length Capabilities**

1. The PTS shall limit the length of the call, providing the dial tone at a certain time of the day, and allowing a maximum number of minutes per prisoner, per month at MDOC’s discretion.
2. In all circumstances, the service shall limit the prisoner to a single call request. The service shall always require the prisoner to disconnect and initiate another call.
3. Calls shall be limited to 15 minutes for general prisoner call, 20 minutes for attorney calls and 30 Minutes for TDD/TTY or other ADA compliant technologies. Note these call limits are subject to change and MDOC program manager or designee will notify the Contractor to make those changes.

#### **E. Telephone System Features**

1. The PTS shall provide all operational features and system requirements applicable to all calls placed through the system, including local, long-distance and international calling.
2. Each call, having been identified as being placed through the Contractor’s PTS, shall be delivered to the called party as a collect call, debit through disbursement and/or pre-paid call. Each call will be identified to the called party by the Contractor’s automated operator.
3. The PTS shall monitor the switch hook of the prisoner telephones and if the switch hook is depressed at any time, the call will be disconnected, or an internal dial tone must be activated to prevent fraud. The Contractor must assume all responsibility for fraud.



4. During the call setup process, the PTS shall provide a pre-recorded announcement identifying that the call is coming from a specific prisoner at a specific correctional facility.
5. All calls including collect calls, debit through disbursement and pre-paid calls, must be clearly identified to the called party. This recording must be heard by the called party and be free of any toll charges. Each call (whether collect, pre-pay or debit through disbursement) shall include the following announcement: "This call is from a correctional facility and may be monitored and recorded." Prisoners shall be given two seconds (which is adjustable if the MDOC prefers) to state their names. If PINs are used at the facility, each prisoner's name can be recorded once (usually on the first call attempt) and stored with the prisoner's PIN on Contractor's platform so the name will not need to be rerecorded for each call. If the called party fails to respond appropriately, the message repeats three times and if no appropriate response is made within 30 seconds of the last repeat, the call shall be terminated.
6. Call acceptance by the called party shall be accomplished for all collect, debit through disbursement and pre-paid calls through caller confirmation (positive acceptance). Voice response is not an acceptable method for positive call acceptance. Positive call acceptance shall require a manual interactive process with the call recipient. The PTS shall be able to recognize and distinguish standard or irregular busy signals, standard or irregular ringing signals, answering machines, cellular telephones, pagers, operator intercepts, quick disconnects, chain dialing, no voice from called party, etc.
7. The PTS shall process calls on a selective bilingual basis: English and Spanish. The prisoner must be able to select the preferred language utilizing a simple code. The PTS shall allow the called party to select the preferred language for call prompts. Written dialing instructions in both English and Spanish must be permanently and prominently displayed on each prisoner telephone. Other supported languages must include but are not limited to:
  - Armenian,
  - Cantonese,
  - Creole,
  - French,
  - Hmong,
  - Mandarin,
  - Portuguese,
  - Russian,
  - Somali,
  - Spanish (Castilian), and
  - Vietnamese.
8. The PTS shall provide a recording back to the prisoner which details why a call was not completed. The Contractor must provide failed call prompts in both English and Spanish. Contractor must provide additional failed call voice prompts in other languages at no additional cost to MDOC. Additional

language failed call voice prompts shall be loaded in the PTS within thirty (30) days of the request.

9. The Contractor shall ensure rotary telephones are able to accept calls from MDOC prisoners.
10. The Contractor's PTS must have the ability to shut down individual telephones, as well as all telephones within a facility in case of emergency.
11. The Contractor must provide mobile device capability with MDOC's mobile cart phones.
12. The PTS shall be programmable to allow phone system on/off times at MDOC's discretion.
13. The PTS shall have a fraud prevention feature. This feature will randomly interject pre-recorded announcements throughout the duration of the conversation.

#### **Telephone Calls - Non-Functional Requirements.**

The Contractor is solely responsible to ensure they are registered with the Michigan Public Service Commission and telephone exchange in the state of Michigan. Additionally, it is the Contractor's responsibility to maintain a Telephone Relay Service (TRS) and as appropriate a Video Relay Service (VRS) through the life of the Contract. An outage of the TRS will be considered a telephonic failure as it relates to this Contract and the Service Level Agreements.

The PTS shall be able to take an individual station out of service without affecting other stations or units (maintenance, repairs, etc.).

#### **Telephone Calls - Other Requirements**

The Contractor shall provide a sufficient number of telephone lines to the PTS to prevent prisoners from receiving busy signals more than 0.5% of the time. The Contractor shall provide telephone reception quality equal to the highest level of toll quality offered to the general public and shall meet telecommunication industry standards for service quality.

The Contractor shall have the ability to track other carrier's telephones and validate bill to numbers. The Contractor shall identify and track other carrier telephones and validate bill to numbers to ensure proper billing, which would include, but is not limited, to the billing address.

The Contractor shall subscribe to the Line Information Data Base (LIDB) for validation purposes. The Contractor shall query this database for each prisoner call and process only those calls which do not have Billed Number Screening (BNS) or Billed to Numbers (BTN). The Contractor must assume all responsibilities for the cost of the validation.

### **Call Payments**

#### **Call Payments - Functional Requirement**

##### **A. Collect Calls**

Prisoners shall have the ability to make a call with the charges being assessed to the called party. The called party must verbally accept charges before call can take place.

## **B. Debit through disbursement**

1. The Contractor must support debit through disbursement at all correctional facilities. The Contractor must support automated, nightly batches and/or real time debit through disbursement at the State's discretion and at no cost to the State. The application must include, but not be limited to, the following:
  - a) An automated process for transferring prisoner funds from the Prisoner Accounting System account to a telephone account through the PTS (Prisoner Telephone System). The Contractor will absorb any fees that Keefe or other 3rd party will charge for the transfer transaction.
  - b) The system must be capable of allowing prisoners to request a funds transfer from their Prisoner Accounting System account to their telephone account following voice prompts on the telephone or alternate proposed method. If the PTS requires voice prompts, the system must utilize English and Spanish at a minimum.
  - c) The solution must have the capability of allowing the prisoner to check their telephone account balance via the PTS.
  - d) The PTS must have the ability to send data files at least once every 24 hours to MDOC and receive data files at least once every 24 hours from the prisoner accounting system with the times to be determined by MDOC. The MDOC will send data files at least once every 24 hours to the Contractor that will provide the prisoner's name, prisoner's identification number, current facility and lock location, and amounts approved/denied for transfer to telephone account.
  - e) The prisoner must be able to request at a minimum \$5 in telephone credits from their Prisoner Accounting System account with any additional amounts in increments of \$5.00. The requested amount and spendable dollar amount is determined by MDOC and may be subject to change throughout the duration of the Contract.
  - f) Once a request for funds transfer is completed, the Contractor must confirm the prisoner's Prisoner Accounting System account contains sufficient funds and transfer the requested funds into the designated prisoner's telephone account. The requested funds must be transferred within 72 hours or less of request per MDOC policy.
  - g) If the prisoner lacks sufficient funds for a transfer request, the system must have the capability to notify the prisoner that the transfer request was denied through the PTS.
  - h) The request for funds transfer for telephones and all other MDOC services will be in a priority order determined by MDOC.

- i) In the future, MDOC may pursue real time processing for transactions. The Contractor must work with MDOC to allow real time transaction processing at no additional cost. This will be dependent on future capabilities of the State's system.
- j) The debit through disbursement application shall interface with the current Prisoner Accounting System and/or a third party purchasing solution to ease the transfer of money from the prisoner's Prisoner Accounting System account to the prisoners' telephone account. Any transaction fees associated with a third party purchasing solution will be the responsibility of the PTS Contractor. The Prisoner Accounting System is managed by the MDOC.

### **C. Deposit Pre-Paid Application**

- 1. The Contractor must support a deposit pre-paid application at all correctional facilities.
- 2. The deposit pre-paid application shall work with the PTS provided.
- 3. The deposit pre-paid application shall allow for pre-payment deposit to a prisoner's account. These deposited funds shall be available only for the prisoner to call the PAN of the person depositing those funds.
- 4. The Contractor must have the ability to accept deposits from friends and family through their system and must collect information from the depositor including but not limited to name, address, email, and telephone number.
- 5. Through the PTS, the Contractor must be able to provide the depositor's information to MDOC for validation purposes.
- 6. The PTS shall provide the prisoner with the balance of his/her debit through disbursement and/or prisoner-based pre-paid account at the time of the call.

### **D. Billing**

- 1. Contractor responsible for billing prisoner calls. Contractor must prepare the records for billing and either send them directly to the LEC or utilize the services of a billing clearing house to distribute call records to appropriate LECs or CLECs. As prisoner calls are completed at the facility, copies of call detail records shall be transmitted in real time to Contractor's Billing Department.
- 2. Bill Processing: The system performs validation and retrieves the approved rate for the call type. The system's automated operator makes the rate information available to the called party prior to call acceptance and begins to

apply the rate only after the call has been positively accepted. The total cost of the call is permanently recorded in the call detail record. Call records are created and transmitted to Contractor's billing center in real time, as prisoner calls are placed and completed. Each incoming call record is immediately evaluated and formatted electronically for billing. The record is re-checked for format accuracy and transmitted via electronic media to the appropriate LEC or billing agent.

3. Contractor must maintain variable dollar limit thresholds for all called parties who accept prisoner collect calls. Usage limits (caps) apply only to collect calls billed through the customer's local telephone service provider; or to credit limits for direct bill customers. Call usage for AdvancePay and PIN Debit are only dependent upon available funds.
4. Contractor's PTS must not charge for unanswered or unaccepted calls. Billing begins only after the called party has positively accepted the prisoner's call. Billing stops when either party hangs up or when the call is terminated by the system for reasons such as: the specified time limit has expired or the system detects potentially fraudulent activity.
5. Payment options include:
  - a) Toll-free number connection through an automated IVR,
  - b) a secure Internet website (ConnectNetwork),
  - c) Android and Apple IOS mobile payment applications,
  - d) toll-free number to one of our live service representatives, and
  - e) payments can be made via check or money order through US Mail, by use of a credit or debit card, or through Western Union, or other pending State approval.
6. Minimum requirements for toll free automated pay by telephone:
  - a) must have a toll-free number available,
  - b) must be available 24/7/365,
  - c) must accept major credit cards,
  - d) funds applied must be available within 15 minutes,
  - e) no minimum deposit or service fees,
  - f) users must be able to request refunds on prepaid accounts only, and
  - g) able to fund multiple prepaid accounts with one transaction.
7. Minimum requirements for website transactions:
  - a) must provide website information / link,
  - b) must be available 24/7/365,
  - c) must accept major credit cards,
  - d) funds applied must be available within 15 minutes,
  - e) no minimum deposit or service fees,
  - f) users must be able to request refunds on prepaid accounts only,
  - g) able to fund multiple prepaid accounts with one transaction,
  - h) users must have account management capabilities, and
  - i) must have User-friendly informative website answering customer FAQs.
8. Minimum requirements for live customer care call center:

- a) must have a toll-free number available,
  - b) must have friendly, knowledgeable customer service representatives,
  - c) must be Customer Proprietary Number Information(CPNI) compliant,
  - d) must accept major credit cards,
  - e) funds applied must be available within 15 minutes,
  - f) no minimum deposit or service fees,
  - g) users must be able to obtain account information and calling rates, and
  - h) must be able to fund multiple prepaid accounts with one transaction.
9. Minimum requirements for pay by mail:
- a) must have no service fee,
  - b) must accept money orders,
  - c) may be subject to a minimum deposit,
  - d) allowed to take up to five (5) business days from when the Contractor receives the check until money is added to the account,
  - e) users must be able to request refunds on prepaid accounts only, and
  - f) toll-free number for customer support.

#### **Call Payment Process Non-Functional Requirement**

Any program and Programming and Special Equipment Fund (PSEF) scheduled payments will be due and payable by the Contractor to the MDOC at the compensation rate provided in the Contract until collect, debit through disbursement and/or pre-paid calls are no longer handled by the Contractor (not to exceed ninety [90] days).

The Contractor shall provide operational specifics and a description of the prisoner telephone system validation process. The Contractor shall include whether their validation is done real time or by batch. The Contractor shall specify the process for unblocking a telephone number which was originally restricted for non-payment, to include the timeframe for removing the restriction once the payment posts. Prisoner telephone calls are validated against a Line Identification Database (LIDB). Contractor must maintain a close working relationship with a LIDB provider. Contractor's Central Validation System must be updated in real time with information provided by the LIDB. Each validation query shall be sent and responded to by the LIDB in real time. The destination number must be checked against the LIDB prior to any newly called number to progress as a collect call. Calls through the Contractor's PTS must be validated in real-time. During call setup, the prisoner is placed on hold while the destination number is checked. Number validation, which normally takes less than 10 seconds, is described below: The destination number is checked against the PTS facility-wide Call Block and Call Schedules. If PINs are in use, the number is also checked against the prisoner's personal Call Block, Call Schedule, and Call Allow list. If valid at these levels, the destination number is passed to the contracted Line Information Database (LIDB) hub where it is checked for fraud/bad debt attributes, operational status, and billable status (e.g. payphones are not billable). If the destination number is valid, a signal is returned to the phone to authorize the call. Contractor assumes all responsibilities for the cost and the accuracy of validation. If the destination number is not valid or blocked for collect calls due to nonpayment of the telephone bill with the Local Exchange Carrier (LEC), the automated operator will inform the prisoner of this and will not allow the call to proceed. If the customer resolves their payment issues with their local telephone service provider and that service provider lifts the third party collect call block originally placed on the customer's telephone number, Contractor will receive a LIDB collect call approval code. At that point, Contractor will allow collect calls to complete to the affected customer telephone number.

#### **Technical Security Rules**

### **Technical and Security - Functional Requirements**

#### **A. System User Type and Capacity**

Type of User	Access Type	Number of Users	Number of Concurrent Users
State Employees	Administrative	110	110
State Employees	Limited Administrative	821	821
State Employees	Read only	607	607
State Employees	Test Profile	2	2

\*User numbers are only estimates; the State reserves the right to increase the users at any time at no cost to the State.

#### **B. Data Storage Requirements**

1. Contractor shall store and backup all data in accordance with Section 5.4.I.C below.
2. The Contractor's system must support calculating record retention schedules based on: creation dates, status dates, date the object or file was last modified, and certain other data elements, e.g. discharge date of a prisoner.
3. The Contractor's system must support annual data growth rates of up to 5% annually.
4. The PTS shall store all call detail records, including all attempted and completed calls, and audio data. This data will be stored at the Contractor's sites for the term of the Contract, plus five (5) years after Contract termination at no additional charge to MDOC.
5. The MDOC shall have access to all call detail records and recordings from any computer or mobile device. The Contractor's system shall provide the capability to copy the call detail records and recordings onto an appropriate media device and/or send to a third party via an encrypted email link.

#### **C. Redundancy, Data Backup and Disaster Recovery.**

1. Redundant Hosting and Connectivity. Contractor will simultaneously operate a mirror system at a location in the continental United States that is geographically remote from the primary system on which the PTS and the

State's data is hosted. Except for its location, the mirror system must: (a) be identical in all respects to the primary system; (b) have hardware and software, network connectivity, power supplies, backup generators and other similar equipment and services that operate independently of the primary system; (c) have fully current backups of all State data stored on the primary system; and (d) have the ability to provide the PTS in accordance with the Contract requirements during any outage or failure of the primary system. Contractor will operate, monitor and maintain such mirror system so that it may be activated within five (5) hours of any failure of the PTS to be available.

2. Physical Data Backup. The State may request Physical Data Backup at any time during the Contract term in a format specified by the State at a cost mutually agreed upon by the parties.
3. Disaster Recovery/Business Continuity. Throughout the term of the Contract and at all times in connection with its actual or required performance of the Services, Contractor will:
  - a) maintain a Business Continuity and Disaster Recovery Plan for the PTS (the "DR Plan"), and implement such DR Plan in the event of any unplanned interruption of the PTS. Upon request, Contractor must provide the State with a copy of its current DR Plan, revision history, and any reports or summaries relating to past testing of or pursuant to the DR Plan. Contractor will actively test, review and update the DR Plan on at least an annual basis using industry best practices as guidance; and
  - b) provide the State with copies of all reports resulting from any testing of or pursuant to the DR Plan promptly after Contractor's receipt or preparation. If Contractor fails to reinstate the PTS within the periods of time set forth in the DR Plan, the State may, in addition to any other remedies available under the Contract, in its sole discretion, immediately terminate the Contract for cause.

#### **D. Personal Identification Number (PIN) Application**

1. The PTS must allow each PIN to have a "class of service" assigned. For example, each PIN shall have a list of allowable telephone numbers, the maximum duration of each call, etc. The system must provide call restrictions by PIN that provide the following restrictions at a minimum:
  - a) Placing of calls: Prisoners can be either approved or not approved to make telephone calls by PIN.
  - b) Use of specific telephones: Prisoners, via their PIN, can be restricted to a specific telephone or group of telephones, at the MDOC's option.
  - c) Duration of call: Limit the duration of the call by correctional facility, by individual, by type of call, (local, Inter-LATA, etc.).
  - d) Time of day calling.



e) Telephone numbers that PIN can call: PAN.

2. Newly incarcerated prisoner PIN numbers are generated by the correctional management system. The PTS shall be capable of storing and using the original prisoner identification numbers generated by the MDOC, allow prisoners to generate new PIN as needed through a manual request process with MDOC staff, and a MDOC staff manual process for PIN recovery/reset. Currently MDOC identification numbers are zero (0) followed by the prisoner's six (6) digit prisoner number, plus a four (4) digit password.
3. The Contractor shall provide a secure method for incoming prisoners to create their four (4) digit PIN.
4. The PTS shall include, at a minimum, an alert system that will detect and prohibit an attempted call made to a restricted number, an attempted call using a restricted PIN, or an attempted call made from a restricted telephone.

#### **E. Monitoring and Recording Requirements**

1. The PTS shall allow the MDOC's staff identified by the Program Manager to remotely monitor live conversations and to access call recordings from all the MDOC's correctional facilities. Call recordings, blocked numbers, changes in allowed call times, and other administrative information can also be entered at the MDOC Lansing Central Office or at any of the MDOC facilities and have an immediate effect either at the facility level or MDOC-wide.
2. Investigators shall have the ability to access data from any computer, mobile device, or tablet that has Internet access, whether they are at a Contractor workstation, in their office, at home, or on the road. No special software is required, and all investigator activity is password-protected and logged in an investigator activity registry for auditing purposes. The State requires that all access to the PTS utilize the State's single sign on function (MiLogin).
3. The PTS shall permit full monitoring and recording of all calls from any telephone within the correctional facility unless there are restrictions that prohibit the recording and monitoring of certain calls such as attorney-client restrictions or other numbers identified by the Program Manager. The PTS shall have the capability to exclude those calls.
4. The PTS shall comprehensively record all calls except those identified as non-monitored within this contract. At a minimum, the correctional facility shall have the capability of playing back a recorded call. The Contractor shall be responsible for the storage of call records and recordings at no cost to the MDOC throughout the life of the Contract including any renewal terms, and for 5 years after contract termination.
5. The monitoring and recording of calls shall be selectively programmable and/or searchable by one or all of the following:
  - a) Housing Unit
  - b) Start and stop time and date of call
  - c) Called number

- d) PIN
  - e) Voice Print
  - f) Bill to Number (BTN)
  - g) Security threat groups
  - h) Any other metric/criteria identified by the Program Manager
6. The PTS shall be capable of showing real time call activity on the contractor's system. This activity shall be detailed by date of call, start time of call, stop time of call, originating telephone station number and called number.
  7. The system shall automatically record and monitor all calls made at the facility except for those marked as "Non-Monitored." The MDOC must be able to deactivate a recording on any call or telephone on an as-needed basis from the Contractor's system.
  8. The PTS shall provide for simultaneous playback of recorded calls and continuous recording of live conversations. It is mandatory that the playback of any selected channel must be accomplished while continuing to record all input channels.
  9. The PTS shall have the capability of automatically calling and alerting investigators and offering live monitoring of calls in progress, without detection by the prisoner or called party. A valid secure log-in password is required to set an alert. Alerts are set up by authorized MDOC staff for a specific PIN, Bill to Number (BTN), voice print, and any other criteria as set by the Program Manager or available by the Contractor.
    - Alerts can be sent to phone numbers (including cellular phones), email addresses, or SMS text. A valid secure log-in password is required to set an alert.
    - When a phone call hot alert is sent, the investigator (or other designated person) to whom the call is forwarded can listen to the live conversation.
    - Multiple investigator phone numbers, email address or SMS text numbers can be assigned to receive alerts.
    - Multiple investigators must be able to listen to a call simultaneously.
  10. The PTS shall provide the capability to transfer call recordings onto a portable storage media device in non-proprietary format and/or via a secure encrypted weblink. The Contractor's system shall produce transfer recordings with no loss in quality and shall be capable of placing an audio time and date stamp within the recording. File formats are common delimited .txt and .wav.
  11. The PTS call quality must meet requirements necessary for calls to be admissible in court of law (e.g. embedding a watermark on the recording).
    - PIN Identification of Prisoner Callers: A PTS PIN identifies individual prisoners during live call monitoring and in call detail records and recordings. A PIN can be designated as a criterion for automatically finding all calls placed by a particular prisoner over any specified time period; revealing every number called by that prisoner and allowing

every recorded conversation to be heard, except for calls marked as private in the PTS.

- Verifiable Security Encryption: Contractor's PTS call recordings are encrypted during transmission using Transport Layer Security TLS 1.1 and higher and stored in the Contractor's Enterprise Class Storage (ECS) SAN Flash servers where they are date-and-time stamped. This and the many levels of system security ensure that recordings are protected from unauthorized access and tampering. The original formatting and encryption are retained when a recording is transferred to portable media for transport and replay at a different location. Should someone access and manage to alter the content of a recording on portable medium, the altered version would immediately be distinguishable from the original.
- Accurate Time and Date Stamps: Because the recording function is an integrated feature of the Contractor's Solution, both call-processing and call-recording operate off the same clock ensuring that the detailed record and recorded conversation associated with any call will have the same accurate date and time "stamp."
- Protected Chain of Evidence: Any time the Contractor's PTS-recorded conversation is listened to, a note is added, or all or part of the call is copied, sent, or downloaded, a new date and time stamp is appended to the existing file without overwriting or altering existing information. This built-in "history" accompanies any call that is copied to a portable medium (CD, DVD, et cetera) for transport as evidence to a court room. These features maintain the integrity and verifiability of the chain-of-evidence, ensuring that recordings stand up to the highest degree of judicial scrutiny.
- Expert Witness: In addition to PTS features that support legal prosecution, the Contractor must provide expert testimony regarding call records and recordings free of charge when requested.

12. Time and date entries for each recorded conversation shall be displayed on a per channel basis. The PTS shall display all conversations in chronological order to facilitate research and playback.
13. The Contractor shall provide the MDOC remote access to the PTS at no cost. The provision of remote access shall allow the MDOC investigators all of the features and functionalities, permitted by the investigator's level of access assigned by the System Administrator. Remote access shall be provided through the public internet and the State estimates that there will be approximately 100 users with various security roles that would require remote access.
14. The PTS must have the ability to share recorded telephone calls internally and when requested from outside law enforcement officers and/or court officials via encrypted email link.
  - a) Ability to select one or more recorded telephone calls within the PTS.
  - b) Ability for the PTS to embed the selected calls in a link that can be exported to an email that is encrypted, and/or a recordable platform (e.g. CD, flash drive, etc.).

- c) Ability for internal and external officials to utilize the emails link by entering a password that will give them access to only those identified calls within the Contractor's PTS.
  - d) The linked email may have an expiration (e.g. 7days to listen to calls).
15. All call recordings that are sent to outside entities or accessed remotely by MDOC staff shall require a password to obtain access to that call information. investigators that join live calls remotely after notification must only be able to access the call using a 4-digit generated code from the email/SMS notification.
16. The PTS shall include but are not limited to the following monitoring and investigative functions:
- a) **Ability to block calls and PINs within specified time frames**
    - At the time of each prisoner call, the called party has the option to block all future calls from the facility.
    - At MDOC's discretion, the system can be configured to block calls to a number after prisoner calls have been refused a certain number of times within a defined time span.
    - Specific call limits may be set for individual prisoners by PIN.
  - b) **Hot PIN alerts**
    - Alerts can be sent to phone numbers (including cellular phones), email addresses, or SMS text. A valid secure log-in password is required to set an alert.
    - When a phone call hot alert is sent, the investigator (or other designated person) to whom the call is forwarded can listen to the live conversation.
    - Multiple investigator phone numbers, email address or SMS text numbers can be assigned to receive alerts.
  - c) **Continuous Voice Biometrics**

Voice IQ enrolls the prisoner voice print and builds a voice print profile for comparison in future calls. During the prisoner call, Voice IQ will continuously compare segments of the live prisoner calls to the recorded voice print to verify the prisoner's identity. Voice IQ Continuous identification is the Contractor's solution for PIN theft and PIN sharing. Voice IQ Continuous Voice Verification will be used in conjunction with the Voice IQ initial Voice Verification feature to ensure that the prisoner that was validated with the PIN at the start of the call remains as the only prisoner speaker on the call for the duration.

Alerts can perform any combination of the following actions:

- Alert both parties that a "Speaker Change" event has occurred.
- Terminate the call Store 'Speaker Change' event information in the hosted PTS database. This is a 'stealth mode' – no indication

is given to call parties about detection. The prisoner's identity is shown for each Speaker Change event on each call.

- Alert designated MDOC personnel (email or text message).

The Voice ID report allows investigators to look for call records where a specific PIN has been detected as the original speaker or a possible speaker change event (Voice IQ Detected). The report results display the dialed number, prisoner PIN, date and time of the call, duration of the call, result, prisoner phone description, charge, Energy, and Voice IQ. Investigators are then able to select a desired call to view from a list of prisoner Voice IDs flagged as possible speakers on the call and view a list of prisoner Voice IDs that were possible speakers on the call. A list of the top five possible matches for the speaker change is displayed including the prisoner PIN number, prisoner name, and a confidence score (0 to 100) of possible speaker change matches.

The Call Analyzer provides visual indicators of the occurrence of a Voice IQ Speaker Change Event. Investigators can see the exact place in the call where the prisoner voice change took place, the time of the event as well as the top 5 possible Voice IDs that were possible matches on the call.

**d) Ability to search calls by voice**

From the Detail Report search screen, investigators can search for prisoner Voice IDs identified as possible speakers where Voice IQ activity (speaker change) has been detected. The search results will display any record flagged for speaker change activity where the selected PIN is flagged as a possible speaker on the call.

Investigators are then able to select a desired call to view from a list of prisoner Voice IDs flagged as possible speakers on the call and view a list of prisoner Voice IDs that were possible speakers on the call. A list of the top five possible matches for the speaker change is displayed including the prisoner PIN number, prisoner name, and a confidence score (0 to 100) of possible speaker change matches.

**e) Ability to check who played calls or edited in any way in system and ability to check how many calls a person monitored/played**

The PTS must allow authorized investigators to generate a report of all, or any combination of, users and system activities for a specified time period.

**f) Ability of investigators to list notes within a call and search for calls with notes**

Authorized investigators may add and review notes while listening to a recorded conversation. Notes can be used as search criteria to find related call records. Notes can be searched by Case ID or investigator ID, prisoner PIN or name, phone line, and/or dialed number. In addition,

investigators and authorized staff can enter notes regarding a prisoner's PAN or the called party.

While listening to a call recording, the investigator may:

- Add a case number
- Add an investigator ID
- Add one or more notes (up to 512 characters each)
- Review notes previously added
- Print the notes associated with the call

**g) Ability to search frequently called numbers by facility and state wide**

The Frequently Dialed Number list is a standard summary report that shows all numbers called more than the selected number of times threshold, over a configurable time-period.

**h) Ability to separate caller from called party and alter pitch tone and rate of calls.**

The call detail report displays two options for replaying the recorded conversation associated with each call record: Call Playback and Call Analyzer. Call Playback is the quick method to play back a recording. Call Analyzer is used to download and closely study recordings of investigative significance. Separately Analyze the Two Sides of a Conversation: the Contractor's PTS Call Analyzer separates the prisoner's side of the conversation from the called-party's side of the conversation and displays their waveforms on different channels for separate analysis. Clicking and dragging the mouse across any segment on one or both channels isolates the segment for replay.

Three-Way Call and Called Party IQ Detection: investigators are easily able to see the time stamp during the recording where a three-way call or prisoner-to-prisoner call has occurred. A colored bar is shown in the CDR information and visually in the recording chart. Add Notes, Case ID or investigator ID: While playing back the recording investigators can add notes to a recording along with a Case ID or investigator ID and include a time stamp of the note to mark a significant point of the recording.

Remove silence during playback: To allow investigators to hear only the playback of usable conversation, the Call Analyzer can remove silence from recordings with our Skip Silence control. The Skip Silence control allows investigators to remove silence in call recording playback from both channels, the prisoner side only, called party side only, or disable the control. Investigators can set the rate which the Call Analyzer skips ahead when silence is detected. In addition, investigators can adjust the level of Silence Sensitivity to detect the level of volume and filter out noise in the audio that might be detected as voice audio. Clarify Speech and Sounds: To help clarify words spoken by the prisoner or called party or to better hear background voices or sounds, the tempo, speed, and pitch of either side of the conversation can be varied to reveal additional intelligence. Screen-Out or Enhance Background Voices or Sounds: The

EQ (Equalizer) button on Call Analyzer opens controls that allow you to turn up or down each segment of either Waveform. By playing back any part of either side of a recording and turning up and/or down different audio bands, you can identify background speech and noises and screen them out to make a conversation clearer, or focus on the background speech and noises themselves.

#### **F. Security Features**

1. The PTS shall be Transfer Control Protocol/Internet Protocol (TCP/IP) compatible and allow multiple investigators simultaneous access while maintaining adequate security to prevent unauthorized use and access. Each investigator action must be logged and audited to ensure security and accountability. Access must be configurable with custom reports that can be generated to show who is accessing the system, what they are doing, where they are doing it from, and when the access took place.
2. The system must allow the investigator to display similar information about who has downloaded calls to "Audio CD", "Data CD;" emailed calls, "Downloaded Calls" to their computer, "Monitored" a live call, "Forwarded" a live call, or "Terminated" a live call and for each activity when and from where it was performed.
3. In addition, authorized investigators must also have the ability to report on when any BTN was "Blocked/ Unblocked by Date Range" or "Blocked/Unblocked by Name" for any prisoner, and for what reason, by any User.
4. In case of loss of commercial power and the failure of the UPS, the PTS must automatically restrict or "shut off" all prisoner telephones so that no prisoner calls can be made until commercial power is restored and access is once again provided by the MDOC.

#### **G. Cyber Security/ Network requirements**

1. The link below provides information on the State's Enterprise Information Technology PSPs which includes security policies, standards, and procedures, eMichigan web development, and the State Unified Information Technology Environment (SUITE). The Contractor should be aware that not all State PSPs are available through the link provided below.

<http://www.michigan.gov/suite/>

[http://michigan.gov/dtmb/0,4568,7-150-56355\\_56579\\_56755---,00.html](http://michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html)

2. All services and products provided under this Contract must comply with all applicable federal and State laws, and State of Michigan and MDOC IT Policies Standards Procedures.
3. The Contractor is required to regularly review all applicable State PSPs, including confidential, non-public PSPs. The Contractor is reminded that all

sub-contractors or third-party service providers with any system, data, or network access are required to comply with all contractual security requirements.

4. Protection of the State's Confidential Information. Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor must:
  - a) Maintain NIST Special Publication 800.53 Moderate Controls with State documented control values  
([http://www.michigan.gov/documents/dmb/1340\\_193162\\_7.pdf](http://www.michigan.gov/documents/dmb/1340_193162_7.pdf)) certification for the Hosted Services throughout the Term, and in the event the contractor is unable to maintain NIST 800.53 Moderate Controls certification, the State may move the Software to an alternative provider, at contractor's sole cost and expense;
  - b) Ensure that the Software is securely hosted, supported, administered, and accessed in a data center that resides in the continental United States, and minimally meets Uptime Institute Tier 3 standards ([www.uptimeinstitute.com](http://www.uptimeinstitute.com)), or its equivalent;
  - c) Maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State's Confidential Information that comply with the requirements of the State's data security PSPs and identified control values as set forth in the Contract, and must, at a minimum, remain compliant with the NIST Special Publication 800.53 (most recent version) MOD Controls;
  - d) Provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, transfer, commingling or processing of such information that ensure a level of security appropriate to the risks presented by the processing of the State's Confidential Information and the nature of such Confidential Information, consistent with best industry practice and standards;
  - e) Take all reasonable measures to:
    - Secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Services against "hackers" and others who may seek, without authorization, to disrupt, damage, modify, access or otherwise use Contractor Systems or the information found therein; and
    - Prevent (i) the State and its Authorized Users from having access to the data of other customers or such other customer's users of the Services; (ii) the State's Confidential Information from being commingled with or contaminated by the data of other customers or their users of the Services; and (iii) unauthorized access to any of the State's Confidential Information;



- f) State Data must be encrypted in transit and at rest using Federal Information Processing Standard (FIPS) compliant AES 256bit or higher encryption;
- g) The Hosted Services must support Identity Federation/Single Sign-on (SSO) capabilities using Security Assertion Markup Language (SAML) or comparable mechanisms; and
- h) The Hosted Services must have multi-factor authentication for privileged/administrative access.

#### **H. Unauthorized Access.**

- 1. Contractor may not access, and shall not permit any access to, State systems, in whole or in part, whether through Contractor's Systems or otherwise, without the State's express prior written authorization. Such authorization may be revoked by the State in writing at any time in its sole discretion. Any access to State systems must be solely in accordance with the Contract and this Schedule, and in no case exceed the scope of the State's authorization pursuant to this Contract. All State-authorized connectivity or attempted connectivity to State systems shall be only through the State's security gateways and firewalls and in compliance with the State's security policies set forth in the Contract as the same may be supplemented or amended by the State and provided to Contractor from time to time.

#### **I. Contractor Systems.**

- 1. Contractor will be solely responsible for the information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems) and networks used by or for Contractor in connection with the Services ("Contractor Systems") and shall prevent unauthorized access to State systems through the Contractor Systems.

#### **J. Security Audits.**

During the Term, Contractor will:

- 1. Maintain complete and accurate records relating to its data protection practices, IT security controls, and the security logs of any of the State's Confidential Information, including any backup, disaster recovery or other policies, practices or procedures relating to the State's Confidential Information and any other information relevant to its compliance with this Contract;
- 2. Upon the State's request, make all such records, appropriate personnel and relevant materials available during normal business hours for inspection and audit by the State or an independent data security expert that is reasonably acceptable to Contractor, provided that the State: (i) gives Contractor at least five (5) Days prior notice of any such audit; (ii) undertakes such audit no more than once per calendar year, except for good cause shown; and (iii) conducts or causes to be conducted such audit in a manner designed to minimize disruption of Contractor's normal business operations and that complies with

the terms and conditions of all data confidentiality, ownership, privacy, security and restricted use provisions of the Contract. The State may, but is not obligated to, perform such security audits, which shall, at the State's option and request, include penetration and security tests, of any and all Contractor Systems and their housing facilities and operating environments; and

3. If requested by the State, provide a copy of Contractor's NIST 800.53 System Security Plan. The System Security Plan will be recognized as Contractor's Confidential Information.

**K. Nonexclusive Remedy for Security Breach.**

1. Any failure of the Contractor to meet the requirements of this Schedule with respect to the security of any State Data or other Confidential Information of the State, including any related backup, disaster recovery or other policies, practices or procedures, is a material breach of the Contract for which the State, at its option, may terminate the Contract immediately upon written notice to Contractor without any notice or cure period, and Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination.

**L. PCI Compliance**

1. Contractors that process, transmit, store or affect the security of credit/debit cardholder data, must adhere to the Payment Card Industry Data Security Standard (See PCI website for most up to date information). The Contractor is responsible for the security of cardholder data in its possession. The data may only be used to assist the State or for other uses specifically authorized by law.
2. The Contractor must notify the State's Contract Administrator (within 24 hours of discovery) of any breaches in security where cardholder data has been compromised. In that event, the Contractor must provide full cooperation to the card associations (e.g. Visa, MasterCard, and Discover) and state acquirer representative(s), or a PCI approved third party, to conduct a thorough security review. The Contractor must provide, at the request of the State, the results of such third-party security review. The review must validate compliance with the PCI Data Security Standard for protecting cardholder data. At the State's sole discretion, the State may perform its own security review, either by itself or through a PCI approved third party.
3. The Contractor is responsible for all costs incurred as the result of the breach. Costs may include, but are not limited to, fines/fees for non-compliance, card reissuance, credit monitoring, and any costs associated with a card association, PCI approved third party, or State initiated security review.
4. Without limiting Contractor's obligations of indemnification as further described in this Contract, Contractor must indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the breach.

5. The Contractor must dispose of cardholder data when it is no longer needed in compliance with PCI DSS policy. The Contractor must continue to treat cardholder data as confidential upon contract termination.
6. The Contractor must provide the State's Contract Administrator with an annual Attestation of Compliance (AOC) or a Report on Compliance (ROC) showing the contractor is in compliance with the PCI Data Security Standard. The Contractor must notify the State's Contract Administrator of all failures to comply with the PCI Data Security Standard.

## **M. Integration Requirements**

1. Integration
  - a) The Contractor's PTS must have the capability to integrate with other contractor systems for the purpose of consolidating various records in the PTS for MDOC investigative processes.
  - b) The current process for integrating data in MDOC's prisoner phone investigative system requires MDOC contractors to deliver a data batch to a designated FTPS Mailbox on a regular schedule, e.g. once per day at 9:00 pm. The current contractor is required to "pick up" the data batch from the mailbox per the schedule and load the data into the PTS.
  - c) Post implementation of the new PTS, MDOC would prefer to work towards a process that's a near real-time data integration between the awarded PTS, MDOC and the current vendors providing prisoner services.
    - STG 2.8 - data exchange from MDOC to the PTS
    - JPay- Electronic mail services - Contractor
    - Keefe-Securepak and commissary - Contractor
    - GTL/Connect -Prisoner Accounting System Deposits- Contractor
    - Visitor Tracking- data exchange from MDOC to the PTS
  - d) System integration will support the following method(s):
    - Web Services
    - Simple Object Access Protocol (SOAP)
    - Open Database Connectivity (ODBC)
    - File Transfer Protocol (FTPS)
  - e) Provide a method to import data from the following proprietary sources:
    - MDOC Prisoner Management Systems
  - f) The solution must be able to export data to the following external source(s):
    - Microsoft Office 2003
    - Microsoft Office 2010
    - Adobe
    - And any future versions of Microsoft Office.

- g) The ability to export data in the following output formats must be available:
- XML
  - Text file
  - Image files (.jpg, .gif, .bmp)
  - Audio files (.mp3, .wav, .wma)
  - Word-processing files (.dot, .doc, .dotx, .docx, .rtf)
  - Email files (.msg)
  - PDF files (.pdf)
  - Spreadsheet files (.xls, .xlsx)
  - Comma Separated Values (.csv)
  - Text files (.txt)
  - XML Format files (.xml)
  - MPG, WMV, MP4, AVI, FLV
- h) The ability to make use of the following external services must be available:
- State of Michigan Data Exchange Gateway (DEG)
  - “Single Sign On” initiative (MI Login)
- i) At the discretion of the State, the Contractor must implement an FTP based data file interface wherein individual transactions are added as they occur. This FTP based near real-time interface will require external data providers to send incremental data files and not full data dumps. As a future alternative, Contractor can implement a RESTful web services interface using JSON which will allow true real-time integration with the approval of the State. Real-time integration with external or 3rd party data providers requires the support of those systems. External data providers can use our RESTful web services for the real-time integration.

### **Technical and Security - Non-Functional Requirements**

#### **A. Pre-Approved Number (PAN) Application**

1. The PTS must be able to identify if a PAN appears on other prisoners PAN lists.

#### **B. Monitoring and Recording Requirements**

1. All call records and recordings shall be stored on-line during the Contract term and for a minimum of five (5) years after Contract termination unless requested by the State. The Contractor will work with the incumbent contractor to pull all valid stored call data into the Contractor's system (to be stored online). In addition, the Contractor will provide to the MDOC all call detail records, call recordings, documentation, reports, data, etc within ninety (90) days of request or termination of the contract. This data will be in a workable, software compatible format at no cost to the MDOC. At the Contractor's Data Centers, the Contractor will also store all call detail records and recordings, including all attempted and completed. Upon award of this contract, Contractor must be able to accept and store all of the call and Meta

data for the last twelve (12) months from the previous contractor (See Migration Section 5.4.I.M.1).

2. The PTS shall prevent any prisoner telephone from receiving any incoming calls. The Contractor agrees that no prisoner telephone shall be capable of receiving an incoming call and the Contractor shall work with the local exchange carriers (LECs) to ensure such control.
3. The PTS, upon detection of a three-way call including call forwarding, conference calls etc. shall have the capability to terminate the call immediately. The PTS will play a message (message content will be determined by the State) to the prisoner and called party prior to terminating the call. The Contractor shall provide three ways of handling detected three-way call attempts. The system must have the ability to disconnect the call, initiate a warning message, and/or alert an investigator.

The system can be configured to do any of the following upon detection of call forwarding or three-way calling:

- Disconnect the call immediately.
  - Disconnect the call after providing an explanatory message that a prohibited remote call forwarding/three-way call attempt have been detected (during which the parties cannot communicate).
  - Play a message that a prohibited call forwarding/three-way call attempt has been detected and then terminate the call at the option of DOC.
  - Allow the call to continue for future investigation purposes and alert an investigator. The call will be alarmed on the Live Call Monitor and investigators can listen to the call.
4. The Contractor must provide expert testimony free of charge if requested by the State, regarding the reliability and authenticity of the PTS records and call recordings if the recordings are ever challenged.
  5. The Contractor shall provide an uninterrupted power supply source within its data storage systems to ensure there is no loss of recordings or real-time call data in the event of a power failure.

## **Maintenance Service**

### **Maintenance Service - Functional Requirement**

#### **A. Initial and Ongoing Installations**

1. The Contractor shall provide and install adequate surge and lightning protection equipment on all lines used for the PTS. This shall include a universal power supply/power back-up system (UPS) for the switch. UPS units must be adequate for the size of each correctional facility. Adequacy must be documented based on UPS manufacturer's recommendations. The Contractor must provide, install and maintain (according to manufacturer's specifications) all PTS UPS equipment at each of the correctional facilities. The Contractor must replace all UPS equipment upon expiration of the manufacturer's warranty of the installed product. The use of traditional "power strips" for surge protection is not acceptable. The UPS will be designed

specifically for the telephone solution at each facility to provide no less than (30) minutes of runtime in the event of a power outage.

2. Unless approved by the Program Manager, installation of all telephones and related equipment shall be accomplished during normal business hours (7:00am to 4:30pm) at each correctional facility or as directed by the correctional facility's Warden or designee.
3. The Contractor shall clean-up and remove all debris and packaging material resulting from work performed during installation and/or maintenance and repairs.

#### **B. General Maintenance**

1. The Contractor shall provide the necessary labor, parts, materials, integration connections, and transportation to maintain all telephones in good working order and in compliance with the equipment manufacturer's specifications throughout the life of the Contract. No charge shall be made to the State for maintenance of the PTS and all ancillary offerings (See Schedule E).
2. The Contractor's system will provide the capability to perform remote diagnostics to determine if a reported problem is due to the prisoner telephone, the network hardware, the ICM solution, the central office line (CO trunk), or is a Public Switched Telephone Network (PSTN) problem. Maintenance reports will be available to help isolate marginal prisoner telephones and trunks.
3. The PTS shall provide for continuous on-line diagnostics and continuous supervision, as well as local remote offline system control access for advanced programming and diagnostics. Access to the built-in advanced diagnostics and program control shall be accessible via modem by service center personnel and shall provide failure reports, service history and other diagnostics.

System hardware components such as routers, switches, servers, IADs, and other SNMP-enabled devices are monitored and analyzed in real-time.

4. The Contractor shall maintain all cable, fiber, and infrastructure related to the PTS, whether reused or newly installed.
5. The Contractor must provide a single point of contact to initiate a maintenance/service ticket. This process must be available via toll-free number and email. The Contractor must provide a copy of its current repair procedure policy for both normal maintenance and emergency outages as it relates to the proposal. If the response is too long please provide in a separate attachment. At a minimum the following is required:

Priority Level	Definition of Priority	Priority Level Events	Maximum Solution Response Time (MSRT)
1	Priority Level 1 items are major Service Events that globally or severely impact the ability of	<ul style="list-style-type: none"> <li>• MDOC-wide PTS failure.</li> <li>• Facility-wide PTS failure at single Facility.</li> </ul>	Following the identification of a Priority Level 1 Event, Contractor must complete a resolution repair solution within 24 hours of initial identification provided by MDOC

	prisoners to make telephone calls or utilize other services.	<ul style="list-style-type: none"> <li>PTS failure at one or more housing unit(s) across several facilities.</li> </ul>	Staff or through Contractor self-diagnostic testing.
<b>2</b>	Priority Level 2 items are Service Events impacting an entire housing unit and require immediate attention.	<ul style="list-style-type: none"> <li>PTS failure throughout a single housing unit.</li> </ul>	Following the identification of a Priority Level 2 Event, Contractor must complete a resolution repair solution within 24 hours of initial identification provided by MDOC Staff or through Contractor self-diagnostic testing.
<b>3</b>	Priority Level 3 items are Service Events classified as basic service requests for minor, non-critical incidents.	<ul style="list-style-type: none"> <li>One or more prisoner telephones in a single housing unit are non-operational due to PTS failure or hardware damage.</li> </ul>	Following the identification of a Priority Level 3 Event, Contractor must complete a resolution repair solution within 48 hours (excluding weekends) of initial identification provided by MDOC Staff or through Contractor self-diagnostic testing.
<b>4</b>	Priority Level 4 items are lower priority requests that that do not directly affect the availability of services.	<ul style="list-style-type: none"> <li>Development of new features, report creation.</li> </ul>	As mutually agreed upon with Program Manager.

6. The Contractor shall provide all priority 1, 2, 3 and 4 tickets as they are opened, updated and closed by the field technicians, providing detail to show the problem and final resolution of said problem.
7. Should the escalation plan as provided by the Contractor not be followed explicitly, the Contractor shall remain liable for the full monthly payment to MDOC's Programming and Special Equipment Fund during the times that telephones were in need of repair and not properly operating.
8. Either party shall report to the other party any misuse, destruction, damage, vandalism, liability, etc. of the PTS and all ancillary offerings.
9. The Contractor must provide component redundancy to limit or virtually eliminate system downtime due to hardware component failure.

#### **Service Maintenance - Non- Functional Requirement**

1. The Contractor shall restore, to original condition, any damage to MDOC's property caused by maintenance or installation personnel associated with the Contractor, including repairs to walls, ceilings, etc.
2. The Contractor agrees to install, repair and maintain all Contractor provided equipment and lines at no cost to MDOC. All Contractor provided equipment, installation, maintenance and repair costs as well as all costs or losses due to vandalism shall be the total responsibility of the Contractor.
3. Upon completion of initial installation and ongoing installations, the Contractor must provide MDOC with a list of telephone numbers, serial numbers, and locations of each unit.

4. The Contractor must indicate any environmental conditions required for the controlling equipment. If deemed necessary by the State or the Contractors, the Contractor will supply heating or cooling equipment necessary to ensure the proper ambient temperatures in all equipment rooms.
5. All issues surrounding the PTS service and all ancillary offerings shall be reported by the Contractor to the MDOC.

#### 7. End User Operating Environment

1. The State environment is X86 VMware, IBM Power VM and Oracle VM, with supporting enterprise storage monitoring and management.
2. The software must run under commonly used web browsers. At a minimum the software must support Internet Explorer v9 or higher, Chrome v36 or higher, Firefox v31 or higher, and Safari v5.1 or higher both under the Windows and iOS operating systems.
3. The Contractor must accommodate all upgrades/updates to the State End User Operating environment and ensure no lapse in service.

#### 8. Equipment and Software

The Contractor shall provide the requested number of workstations as specified by MDOC. The workstations shall include a CD/DVD burner and printer. The MDOC requires that the monitors provided be LCD flat panels. All monitoring hardware shall be of the latest technology and reliability. The Contractor shall be responsible to maintain the hardware for the life of the Contract. The Contractor shall replace the hardware, if needed, to allow investigation staff at each correctional facility the latest tools for access to the PTS.

The Contractor shall notify the MDOC of any new software upgrades within thirty (30) days of the introduction of the new software into the market by the Contractor. The Contractor shall upgrade the PTS with new software versions and new hardware as required by MDOC and at no cost to MDOC.

##### A. Initial and Ongoing Installations

1. The Contractor will be responsible for the installation of all connectivity to the service provider to the demarcation point or headend. In most cases, this will be a predetermined equipment room in the Administration Building of each facility.
2. The New PTS shall be a digital backbone with a single mode fiber between buildings and category 6 cabling, grey in color, from telephone devices to communication rooms not to exceed 300 feet. Where telephones are exterior to a building, existing or newly installed twisted pair/copper wiring will be permitted.
3. Weekly updates to the implementation plan must be submitted to MDOC's Program Manager or Designee.
4. The Contractor agrees to review specification and installation plans and obtain the MDOC's written permission from the Program Manager before proceeding with any work that requires cutting into or through girders, beams, concrete or



tile floors, partitions or ceilings, or any work that may impair fireproofing or moisture proofing, or potentially cause any structural damage.

5. The Contractor agrees to assume responsibility for all installation of equipment in accordance with the specifications contained in the manufacturer's installation instructions.
6. Contractor shall be responsible for installation of underground raceway and inter-building fiber optic cabling to facilitate connection of the telephone systems from the administration building to each Housing Unit at ten (10) of the MDOC facilities.
7. The ten facilities that require fiber cable installation as part of this Contract include:
  - a) Bellamy Creek Correctional
  - b) Robert G. Cotton Correctional
  - c) Handlon/MTU Correctional
  - d) Lakeland Correctional
  - e) Marquette Correctional
  - f) Michigan Reformatory
  - g) Oaks Correctional
  - h) Ojibway Correctional
  - i) St. Louis Correctional
  - j) Thumb Correctional.

All other MDOC facilities have a fiber backbone from the administration building to each housing building that consists of Singlemode fiber. The MDOC, at each site other than the ten listed above, will provide two strands of Singlemode fiber cable from the Administration building to each Housing Unit for use of the telephone system.

8. The Contractor shall provide the following as part of the fiber backbone installation:
  - a) Final Design of the underground conduits including handholes.
    1. No conduit smaller than 2" in diameter.
    2. All conduits as they exit the Administration building to the first handhole shall be 4" diameter.
    3. Install handholes every 200'-300'.
    4. Handholes shall be no less than 36" deep and 2' wide and 3' long.
    5. Provide a Ground Penetrating Radar scan of conduit path prior to digging or directional boring conduits.
    6. Provide GPS based document to the State showing utilities found with GPR scan.
    7. Provide as-builts of conduit path.
  - b) Install a new 24-strand, single mode fiber cable from the Administration building to each Housing Unit.
    1. Terminate the fiber strands with SC pigtails that are fusion spliced.
    2. Test all fiber strand with a light meter and provide light meter results.

3. Terminate in a rack mounted patch panel from Hubbell.
  4. Label the fiber cables at each handhole and at each panel.
  5. Label the panels.
9. Use of existing or in-place wiring, cable, and/or fiber and related conduit, raceways, cable ways, and telephone set mountings, switches, terminal boxes, and terminals within the correctional facility are at the risk of the Contractor. No exposed wiring will be permitted in occupied areas. Any conductors installed in areas with prisoner access, must be in metallic conduit fastened with two-hole straps on 5' centers with approved security fasteners. Only compression style fittings are allowed for conduit fittings. Open low voltage wiring above ceilings is acceptable with proper support. All exposed boxes will not have knockouts (Bell Type Boxes to be used). Ownership of any wiring, fiber or conduit placed under this Contract by the successful Contractor becomes the property of the MDOC upon termination and/or expiration of the Contract. The installation of any additional fiber infrastructure will be the sole responsibility of the Contractor and will include a minimum of 24 single mode fibers, terminated and tested.
  10. If any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends, and must meet all applicable EIA/TIA wiring standards for commercial buildings. Colors used for any new cables or fiber are to be approved by the MDOC to ensure it is easily identified for its specific purpose. All new cabling required by the Contractor shall be installed by the Contractor at no cost to MDOC. For instances where the State requires additional telephones at a specified facility(s), the State will work with the awarded Contractor to select telephone locations. Contractor's pricing and equipment provides system capacity capable of 20% expansion at each facility.
  11. The Contractor shall install the quantity of telephones required by the MDOC and will work with each facility in coordination with the Program Manager(s) individually to determine whether any telephones need to be added or removed.
  12. During the term of the Contract, the Contractor shall install any additional telephones, lines, and monitoring and recording equipment at no additional cost to the MDOC. This includes expansion to existing correctional facilities, re-opening currently closed facilities and or housing units and any newly constructed correctional facilities. Any new correctional facilities or reopened facilities will be added to the Contract through an amendment and will be afforded the same terms and conditions. Should future expansions exceed the reserve capacity, the solution must be designed with modular components so that expanding capacity is a matter of simply plugging in additional components without having to redesign the entire system.

#### **B. Station Equipment Specifications (Telephone Hardware)**

1. Telephone station equipment shall be powered by the telephone line or Ethernet Cable as approved by the Program Manager and require no additional power source. A power source will be available at the demarcation location. The Contractor must identify the demarcation location for each correctional facility.

2. The Contractor must provide a UPS for the PTS robust enough to support the system for thirty (30) minutes in the event of a power outage. The Contractor is responsible for maintaining the UPS per manufacturer's instructions and warranty for the term of the Contract.
3. The PTS and telephone stations shall be sturdy, non-coin, vandal resistant and steel armored composed of durable, tamper-free equipment suitable for a detention environment. The equipment must contain no removable parts. Dialing instructions will be posted on prisoner telephones in both English and Spanish. In addition to the existing placards that are fixed externally to the telephones, the Contractor will post this information behind the faceplate of the prisoner telephones under an unbreakable, sealed, clear shield to prevent prisoners from tampering with the instructions.

## 9. Access Control and Audit

### A. State's IT Identity and Access Management Approach

1. The Contractor's solution must integrate with the State's IT Identity and Access Management (IAM) environment as described in the State of Michigan Digital Strategy ([http://www.michigan.gov/dtmb/0,5552,7-150-56345\\_56351\\_69611-336646--,00.html](http://www.michigan.gov/dtmb/0,5552,7-150-56345_56351_69611-336646--,00.html)), which consist of:
  - a) MILogin/Michigan Identity, Credential, and Access Management (MICAM)
  - b) An enterprise single sign-on and identity management solution based on IBM's Identity and Access Management products including, IBM Security Identity Manager (ISIM), IBM Security Access Manager for Web (ISAM), IBM Tivoli Federated Identity Manager (TFIM), IBM Security Access Manager for Mobile (ISAMM), and IBM Data Power, which enables the State to establish, manage, and authenticate user identities for the State's Information Technology (IT) systems.
  - c) MILogin Identity Federation
    - o Allows federated single sign-on (SSO) for business partners, as well as citizen-based applications.
  - d) MILogin Multi Factor Authentication (MFA, based on system data classification requirements)
    - o Required for those applications where data classification is Confidential and Restricted as defined by the 1340.00 Michigan Information Technology Information Security standard (e.g. the solution must comply with PHI, PCI, CJIS, IRS, and other standards).
  - e) MILogin Identity Proofing Services (based on system data classification requirements)

- A system that verifies individual's identities before the State allows access to its IT system. This service is based on "life history" or transaction information aggregated from public and proprietary data sources. A leading credit bureau provides this service.
- f) In order to integrate with the State MILogin solution, the Contractor's solution must support HTTP Headers based SSO, or SAML, or OAuth or OpenID interfaces for the SSO purposes.

## **B. Testing Services and Acceptance (UAT)**

1. UAT test scripts shall include test scenarios encompassing all functional requirements that other vendors would consider important to test. The scripts are required to be approved by MDOC.
2. Contractors shall provide UAT test environment to test functionality or a pre-production equipment deployment for test purposes.
3. Contractor shall support UAT pre-test training if needed by MDOC.
4. System Testing
  - a) Full system testing including regression testing of previously implemented phases.
  - b) Testing scripts.
  - c) Test Plan.
  - d) Test Type Approach & Report.
  - e) Test Case.
  - f) Structured walkthroughs are required for each project deliverable.
  - g) Signoffs are required for each phase via Stage Exit Approval.
5. UAT Testing
  - a) Full user acceptance testing.
  - b) UAT testing scripts that provide continuity of testing detail across test periods.
  - c) Requirements traceability matrix showing relationship of test cases to requirements.
  - d) Transition plan.
  - e) Documentation identifying the fulfillment of each software requirement.
  - f) Structured walkthroughs are required for each project deliverable.
  - g) Signoffs are required for each phase via Stage Exit Approval.
6. The Contractor will be responsible for leading user acceptance testing of the Solution. The Contractor's Solution will not be considered implemented until all user acceptance testing is completed and the results have been confirmed by the State.
7. Contractor must meet or exceed the SUITE processes.

### **C. Solution Platforms**

The State requires the Contractor to propose a minimum of the following six (6) environments suitable to support the Contractor's implementation strategy:

1. Development
  - a) To implement, customize, and extend the Solution, if necessary. This environment will be managed by the Contractor and used for unit testing, software upgrade testing, and any other purposes deemed necessary by the Contractor or the State.
2. System Testing
  - a) To be where all release modules are compiled and tested as a single configuration by the Contractor. This environment is used for system and integration testing of the release by the Contractor prior to UAT.
3. User Acceptance Testing (UAT)
  - a) To be where the State shall conduct all UAT activities.
4. Training
  - a) To provide a test/demo area for training users that can be updated and rebuilt on demand with standardized sets of data. This environment must provide a training database sufficient to meet the requirements for classroom training and create a test environment that reasonably simulates the data and transactions volume expected in the production environment.
5. Staging
  - a) To provide a test area used by the Contractor and the State to prepare and validate the build to be deployed to production. This environment will be used for performance testing, and as such it must be configured identically to the production environment. It may also be used to convert the legacy data, including testing of extractions and transformations, prior to loading data to production.
6. Production
  - a) To provide the final integrated Solution environment.

## **10. Training**

### **A. Training Services**

1. The Contractor must provide administration and end-user training for implementation, go-live support, and transition to customer self-sufficiency. The Contractor must provide available training options and include details such as: typical class size, materials to be provided, class duration, on-site or web based. The Contractor must provide a training plan for go-live support and transition to self-support, including options and details such as the

number of dedicated personnel, staff location, hours available and duration of go-live support.

2. Contractor must provide details on, and examples of, clearly written instructions and documentation to enable State administrators and end-users to successfully operate the Solution without needing to bring in additional Contractor support.
3. The Contractor must provide initial and ongoing training to the MDOC's staff as determined by the Program Manager. The Contractor will be providing onsite introductory training on the prisoner telephone system during implementation. Additional training shall be provided to new staff assigned during the Contract period at no cost to the MDOC. Video (remote) conferencing is acceptable for ongoing training.
4. Training manuals shall be provided to the MDOC's staff at all training meetings at no cost to the MDOC. All manuals shall become the property of the MDOC and be available online.
5. Informational pamphlets shall be available for prisoners relative to the applicable features and functionalities of the PTS, when requested by the MDOC and at no cost to the MDOC. At the MDOC's discretion, The Contractor will provide training to the prisoners and visitors, at no cost to the MDOC, through a variety of approaches.

#### **B. Ongoing Training**

In addition to the onsite new training provided during transition, The Contractor must offer ongoing, onsite training. The Contractor will provide the State (at a minimum) an Annual Business Review, which may also be conducted on a semi-annual or quarterly basis. The Contractor must offer remote training via the Internet, as desired by the State.

1. At the MDOC's discretion, the Contractor will provide additional training at no cost to the MDOC.
2. Contractor shall provide a detailed description of all initial and ongoing training processes.

#### **C. DOCUMENTATION**

Contractor must provide all user manuals, operating manuals, technical manuals and any other instructions, specifications, documents or materials, in any form or media, that describe the functionality, installation, testing, operation, use, maintenance, support, technical or other components, features or requirements of the Software at no cost to the State.

### **11. Customer Service**

#### **A. Process**

1. Process for customer service inquiries and hours of availability must include but is not limited to:

- a) Customers who accept calls from any of the Contractor's-served correctional facilities must have access to a dedicated toll-free number (855) 466-2832. This number must be staffed with live representatives, 24x7, seven days a week, with average wait times of less than 30 seconds. The Customer Service Representatives must be available to handle issues such as setting up prepaid accounts, customer billing, call rate inquiries, disputes, credits, refunds, complaints, and other questions.
- b) The Contractor's Customer Service Center must have bilingual (Spanish and English) personnel staffed at all times.
- c) The Contractor must provide callers with accurate information; efficient, live call-handling; and a streamlined and user-friendly off-hours automated system.
- d) The Contractor's Customer Service Representatives (CSRs) must be constantly monitored through a quality assurance program.
- e) The Customer Service Representatives must be able to handle issues such as setting up prepaid accounts, customer billing, call rate inquiries, disputes, credits, refunds, complaints, and questions.
- f) Contractor must maintain a Michigan based call center that employs local residents to serve MDOC's customer service needs. Representatives must respond to customer questions and help resolve issues related to the billing, blocking of prisoner calls, closing an account, and any other inquiries related to calls received from Contractor's PTS. Contractor must provide both live customer service and an IVR system in English and Spanish. Contractor's IVR must provide easy step by step instructions, can be used to take any payment type for multiple departments, and accepts transactions 24/7/365 with instantaneous posting of payments to back office reporting and accounting systems. Contractor's Customer Service personnel must be well versed in the functions of the Contractor's products and services including the Prisoner Telephone System, Inspire© Digital Phones, Video Visitation Systems, and Electronic Messaging System and every Contractor operator must have access to all customer records in real-time. Contractor service center staff must be fully trained and skilled in handling questions, complaints, billing disputes and adjustments. In the instance of billing disputes, Contractor's Billing and Collections Department must work with the customer to identify the nature of the dispute and, if necessary, ensure accurate adjustments are made to bills and/or refunds are issued in a timely manner.

#### **B. Contractor's Remedy Ticket System**

- 1. The Contractor shall have a system to log issues or trouble tickets. MDOC employees and prisoner's family and friends shall be able to submit tickets. At a minimum, the Contractor's ticket system shall have the ability to track the following:
  - a) Facility.
  - b) Number of Inquiries (total, by facility, and by issue category).
  - c) Ticket number.
  - d) Ticket received date.

- e) Name of Requestor.
  - f) Description of Issue Submitted.
  - g) High Level Issue Category.
  - h) Date and Message of Contractor Acknowledgement.
  - i) Date and Message of any follow up communications from the requestor or Contractor.
  - j) Date of Final Resolution, and summary of how issue was resolved.
  - k) Average Days for Reply.
  - l) Average Days for Final Resolution.
  - m) Closed Tickets (total, by facility, and by issue category).
  - n) Percentage of Tickets Closed.
2. If Contractor recommends an action be taken, the ticket must remain open until the Contractor has confirmed the solution solved the issue. If it did not, the ticket must remain open as other Contractor solutions are tried. The Contractor's ticket system must avoid the Requestor having to enter a new ticket for each solution to resolve a single issue.
  3. The ServiceNow system is a personalized portal that will allow Friends and Families to open a ticket and also to chat directly with Customer Service. The system utilizes adaptive technology to display on all screen sizes.
  4. The ServiceNow system contains the following functionality.
    - a) Ability to resolve issues without contacting customer support
    - b) Automate requests
    - c) Access to online ticket history
    - d) Instant access to chat with a customer support representative
    - e) Complete visibility of request and establish real-time updates
    - f) Real-time dashboards to tickets submitted by the facility, friends and families

## 12. Transition Plan

1. Within 10 calendar days of the Contract execution, the Contractor must submit a revised, expanded, and detailed narrative of their Transition Plan to the MDOC Program Manager. The Contractor must continue to revise the Transition Plan and submit to the MDOC Program Manager on, no less than, a monthly basis until all items have been successfully implemented, per the MDOC Program Manager's input on progression of, or acceptance of each item.
2. Transition Period- Upon Contract execution and State Administrative Board approval, the Contractor will commence the Transition Period to the actual services Contract start date. In the event of delays due to weather or force majeure, Contractor shall provide a revised Transition Plan. The Michigan Project Manager must be onsite in Michigan throughout the transition period to ensure all issues are addressed and resolved unless otherwise determined by the MDOC. The parties must mutually agree in writing to the termination date of the Transition Period.



3. The Contractor's Transition Plan must ensure the Contractor works in partnership with the MDOC to deliver uninterrupted contracted services, including infrastructure of systems and staffing. The Contractor must be responsible for a customized plan of action to ensure a seamless transition in all aspects of contracted services. To accomplish this, the Contractor activities must include, but are not limited to, the following:
  - a) Conduct regular, scheduled communication with key MDOC and subcontractor personnel and specialty service providers.
  - b) Deployment of Contract and transition management teams.
  - c) Network/IT development activities.
  - d) Computer interface and system management.
  - e) Training plan for MDOC staff and prisoners.
  - f) Documentation and data collection.
  - g) Staffing plan.
  - h) Implementation of the Contractor's implementation and checklist (in addition to the MDOC Start up Plan activities) and transition tasks.
  - i) Post-implementation review.
  - j) Jointly review all Contract Schedules and Exhibits and adjust if needed.
  - k) Emergency contingency plan for delivery of services.
4. The Contractor must conduct a post-implementation survey process to provide an internal evaluation and assessment of the program implementation approximately 90 calendar days after the actual services Contract start date. The post-implementation survey must include items relative to all important start up activities and compliance with key Contract provisions, and mutually agreed by the MDOC Program Manager and the Contractor. The Contractor's survey team must visit each facility and review accomplishments, opportunities for improvement and compliance with the startup / transition checklist and key Contract provisions. Survey results must be submitted to the MDOC Program Manager.
5. The Contractor must also conduct a validation demonstration pre-launch and semi-annually to demonstrate the full functionality of the Contractor's solution and ancillary offerings.
6. Contract Closeout Plan – The Contractor must provide a closeout plan for the closure of the Contract due to Contract expiration or termination within 90 calendar days after the actual services Contract start date. The plan must include, but is not limited to, MDOC prisoner data and records.
7. The Contractor shall retain the current system(s) database information including prisoner profiles and call records during conversion to the new system.
8. Upon expiration, termination, or cancellation of the Contract, the Contractor shall cooperate in an orderly transfer of responsibility and/or the continuity of the services required under the terms of the Contract to an organization designated by the MDOC.
9. The call records, call recordings, documentation, reports, data, etc., contained in the PTS shall remain the property of the MDOC.

10. All PTS inside wiring/cable/fiber shall become the property of the MDOC at installation but will be fully maintained by the Contractor throughout the Contract term.
11. The Contractor shall remove its equipment, which will include all equipment, materials, and proprietary software, except those that the State owns, or will own, at the conclusion of the Contract in a manner that will allow the reuse of that wire/cable/fiber distribution.
12. All call detail records, call recordings, documentation, reports, data, etc. shall be provided to the MDOC by the Contractor within ninety (90) days of request or termination of the Contract. The data will be in a workable, software compatible format at no cost to the MDOC.

### 13. PTS Reporting Requirements

1. The Contractor must provide reporting and querying methods and capabilities which provide maximum flexibility, a user-friendly interface, speed, efficiency and accuracy at both central and remote sites. The PTS must include without limitation the ability of the system to access reports or a subset of reports to designated MDOC personnel by password or other structured access.

#### **Central & Remote Access**

The Contractor's system must be web-based. MDOC staff must be able to access all the Contractor System's features, based on their user permissions, whether they are onsite or accessing the system remotely. The system must allow MDOC staff to access the system from any PC or mobile device with Internet connectivity.

Remote access to the system is required through a Secure Sockets Layer (SSL). These systems provide a triple layer of protection to ensure that only authorized users can access the network and that the data cannot be intercepted.

Mobile devices shall not require any special software or equipment to access the Contractor's system. All that is required is that the authorized user has a valid user name and password. Please refer to Section 5.6.3 regarding the State's IT requirements for identity and Access Management for user authorization. Users log in as they normally would from any onsite workstation, offsite computer, or laptop. An exemption can be made by the Program Manager for a Contractor's mobile device application.

2. The Contractor shall provide standard reports. Additional custom reports shall be made available upon Program Manager Request. All reports must be searchable, sortable, and have the ability to be exported to XML or text file. All reports must be provided at no cost to the State.
3. The Contractor shall provide monitoring reports that can be provided or sorted by any or all of the following criteria and shall include, but are not limited to:

- a) Daily statistical reports
  - b) Correctional facility name
  - c) Originating number
  - d) Terminating number
  - e) Date of call
  - f) Time of day
  - g) Length of call
  - h) Type of call
  - i) PIN number
  - j) Frequently called numbers (for all numbers called more than five times in one day)
  - k) Common numbers called (for all numbers called by more than one prisoner)
  - l) Originating station
  - m) Bill type
4. The Contractor shall provide billing reports that can be provided or sorted by any or all of the following criteria:
- a) Call detail report
  - b) Amount charged per call
  - c) Gross revenue
  - d) Daily statistics
  - e) Monthly statistics
  - f) Called party/number accepting report
  - g) Fraud/velocity report
  - h) Separate correctional facility total and statistics
  - i) All correctional facility totals and statistics
  - j) Total calls
  - k) Calls by date
  - l) Time of day
  - m) Length of call
5. The Contractor must have the data for the following monthly reports available for the MDOC to access on the 20<sup>th</sup> of every month. These reports must be available online or sent via a secure Contractor network that is accessible by approved MDOC staff. The MDOC requires the Contractor to modify existing reports as requested within seven days of the request and create new reports within 14 days unless otherwise approved by the MDOC PM.
6. The Contractor must work with the MDOC to develop and provide reports based on MDOC requirements. Each report must meet all content and functional requirements of the MDOC. Examples of the required reports include but are not limited to the following:
- a) Deposit information to include, depositor name, depositor #, facility, prisoner name and ID number, etc.
  - b) Daily batch deposits. (Data must be available daily).
  - c) Service compliance reports.
  - d) Sales reports.
  - e) Security reports for investigations.
  - f) Refund/rejections.
  - g) Prisoner Correspondence responses.
  - h) Prisoner Restriction list.

- i) Release debit card information, to include agency/facility, prisoner name and ID number, debit card number, etc.
  - j) Equipment repair/replacement information to include facility, equipment location, date repair call was placed, date repair was completed, cause of repair/replacement.
  - k) Other reports as requested by the MDOC Program Manager.
- 7. The PTS shall be capable, upon request by the MDOC, to provide specific information for tracking prisoner calling activities and calling patterns by individual telephone numbers. The following reports shall be available for monitoring purposes:
  - a) Allow Lists (PANs) per prisoner or identifying number.
  - b) Calls by PIN or other identifying number.
- 8. The Contractor shall be able to pull the following reports from its Remedy Ticket system.
  - a) Summary Report
    - Facility.
    - Number of Inquiries (total, by facility, and by category of issue).
    - Date of Contractor Acknowledgement.
    - Average Days for Reply.
    - Closed Tickets.
    - Percentage of Tickets Closed.
  - b) Summary by Category Report
    - High Level Issue Category.
    - Number of Inquiries.
    - Date of Contractor Acknowledgement.
    - Average Days for Reply.
    - Closed Tickets.
    - Percentage of Tickets Closed.
  - c) Detail
    - Ticket Number.
    - Prisoner ID Number, if applicable.
    - Name of Requestor.
    - Facility.
    - Category.
    - First Opened.
    - First Response.
    - Elapsed Days.
    - Last Closed.
    - Message Date (initial and subsequent).
    - Message (initial and subsequent).
- 9. Contractor must provide updated list upon MDOC request to include all hardware including TTY/TDD for SLA.

#### 14. Contractor Key Personnel and Non-Key Personnel

**Contractor Contract Administrator.** Contractor must identify the individual appointed by it to (a) administer the terms of this Contract, and (b) approve and execute any Change Notices under this Contract.

**Contractor**

**Name:** Warren Hall  
**Address:** 12021 Sunset Hills Rd. Suite 100  
Reston, VA 20190  
**Telephone:** (703) 955-3910  
**Email:** Warren.Hall@GTL.net

**Contractor Project Manager.** Contractor must identify the Contractor Project Manager who will serve as the primary contact with regard to services who will have the authority to act on behalf of the Contractor in matters pertaining to the implementation services.

Contractor
<b>Name:</b> Veronica Miller <b>Address:</b> 12021 Sunset Hills Rd. Suite 100 Reston, VA 20190 <b>Telephone:</b> (703) 955-3910 <b>Email:</b> Veronica.Miller@GTL.net

**Implementation Manager.** Contractor to provide name of individual to serve as primary contact with respect to implementation and installation.

**Contractor**

**Name:** Timothy Lowe  
**Address:** 12021 Sunset Hills Rd. Suite 100  
Reston, VA 20190  
**Telephone:** (703) 955-3910  
**Email:** Tim.Lowe@GTL.net

**Customer Service Manager.** Contractor to provide name of individual responsible overseeing customer service department that answers inquiries from friends and families. This person must have sufficient knowledge of the system of the Contractor Systems and the authority to act on behalf of Contractor in matters pertaining thereto.

**Contractor**

**Name:** Vance Macdonald  
**Address:** 12021 Sunset Hills Rd. Suite 100  
Reston, VA 20190  
**Telephone:** (703) 955-3910  
**Email:** VMacdonald@GTL.net

**A.** Contractor must complete the fields below for Non-Key Personnel

**Configuration Lead.** Contractor to provide name of individual responsible overseeing configuration of the PTS. This person must have sufficient knowledge of the Contractor Systems and the authority to act on behalf of Contractor in matters pertaining thereto.

**Contractor**

**Name:** Matthew Mcfalls  
**Address:** 12021 Sunset Hills Rd. Suite 100  
Reston, VA 20190  
**Telephone:** (703) 955-3910  
**Email:** Matthew.Mcfalls@GTL.net

**Business Analyst.** Contractor to provide name of individual responsible for ensuring the business requirements of the Contract are met by the Contractors System. This person must have sufficient knowledge of the Contractor Systems and the authority to act on behalf of Contractor in matters pertaining thereto.

**Contractor**

**Name:** Erica Sankey  
**Address:** 12021 Sunset Hills Rd. Suite 100  
Reston, VA 20190  
**Telephone:** (703) 955-3910  
**Email:** Erica.Sankey@GTL.net

**15. State Resources/Responsibilities**

**State Contract Administrator.** The State Contract Administrator is the individual appointed by the State to (a) administer the terms of this Contract, and (b) approve and execute any Change Notices under this Contract.

**State Project Manager.** The State Project Manager will serve as the primary contact with regard to implementation Services who will have the authority to act on behalf of the State in approving Deliverables, and day to day activities.

**State Program Manager.** The Agency Business Owner will serve as the primary contact for the business area with regard to business advisement who will have the authority to act on behalf of the State in matters pertaining to the business Specifications.

**State Technical Lead.** The State Technical Lead will serve as the primary contact with regard to implementation technical advisement.

**State Contract Monitor.** The State Contract Monitor will compile, analyze and ensure that all necessary terms, conditions and specifications are met as described in the contract for compliance and will provide oversight and review of contract deliverables and service level agreements for the MDOC.

**16. Meetings**

At start of the engagement, the MDOC Contract Manager must facilitate a Project Kick Off Meeting with the support from the Contractor's PM and the identified State resources to review the approach to accomplishing the project, schedule tasks and identify related timing, and identify any risks or issues related to the planned approach. From project kick-off until final acceptance and go-live, Contractor must facilitate weekly meetings (or more if determined necessary by the parties) to provide updates on implementation progress. Following go-live, Contractor must facilitate monthly meetings (or more or less if determined necessary by the parties) to ensure ongoing support success.

**17. Disclosure of Subcontractors**

If the Contractor intends to utilize subcontractors at any time during the Contract term, the Contractor must disclose the following to the State:

- A.** The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.
- B.** The relationship of the subcontractor to the Contractor.
- C.** Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
- D.** A complete description of the Contract Activities that will be performed or provided by the subcontractor.
- E.** All proposed subcontractors must be approved by MDOC Program Manager before any work or deliverables can be completed.

#### 18. Pricing/Ordering/Payment

##### **A.** Pricing

The State is capping telephone call rates per minute at \$0.16. This is to include all of the required services as well as any optional/ancillary services described under this Contract. The Contractor will not charge the State, Prisoners, or friends and families of prisoners additional taxes or fees with the exception of fees or taxes levied by Federal, State, or local entities. No additional vendor fees will be charged. Pricing goes into effect October 8, 2018, following implementation.

##### **B.** Revenue

The State requires \$11 million annually from the awarded Contractor for MDOC's Programming and Special Equipment Fund to be paid on a monthly basis.

##### **C.** Ordering

Authorizing Document- The appropriate authorizing document for the Contract will be a delivery order (DO).

##### **D.** Invoice and Payment

Invoice Requirements - All invoices submitted to the State must include: (a) date; (b) delivery order number; (c) quantity; (d) description of the Contract Activities; (e) unit price; (g) total price; (h) master agreement number; and (i) total amount credits purchased.

Overtime, holiday pay, and travel expenses will not be paid.

Contractor must also include an invoice breakdown in an Excel format attachment to the invoice that must include, but is not limited to, total amount of credits purchased for the month, with each amount of credits purchased broken down by prisoner name, their prisoner number, facility, and date of purchase listed in separate columns for easy sorting and reconciling.

All refunds, if allowed must be reported with date and facility information.

##### **E.** Payment Methods

The State will make payment for Contract Activities Electronic Funds Transfer(EFT).

#### 19. Additional Information

The State reserves the right to incorporate any additional products or services from the Contractor during the duration of the Contract.

##### **A.** Prison Rape Elimination Act of 2003 (PREA), 42 U.S.C. § 15601

- 1.** The Contractor and the Contractor Personnel shall comply with the Final Rule implementing PREA, all applicable PREA standards, and

the agency's policies. The Contractor and Contractor Personnel shall make itself familiar with and at all times shall observe and comply with all PREA regulations which in any manner affect the performance under this Contract. Failure to comply with the PREA standards and related policies of the MDOC will be considered a breach of contract and may result in termination of the contract. PREA standards will be provided to the Contractor upon award of the contract. MDOC Program Manager or designee will provide updated copies of this document to the Contractor when changes or updates are made.

2. Contract Personnel including subcontractors who may have contact with prisoners must complete PREA training Program A - Correctional Facilities Administration (CFA) Security Regulations prior to entrance in any MDOC Facility. Upon completion, Contractor Personnel shall submit a signed memorandum to the MDOC Program Manager documenting completion of the training and date of completion. The MDOC Program Manager or designee will provide the Contractor with Program A - Correctional Facilities Administration (CFA) Security Regulations upon award of the contract, as well as any updated copies of this document when changes or updates are made.

**B. Vendor Handbook**

The Contractor must require all its employees working inside an MDOC correctional facility to read and sign the MDOC Vendor Handbook upon award of the contract and before they enter any correctional facility. The purpose of the MDOC Vendor Handbook is to provide the Contractor with general information regarding basic requirements of working within the MDOC, provide notice of work rules, and consequences of rule violations. The awarded Contractor must provide copies of each signed Employee Acknowledgment to the Program Manager at the completion of the employee orientation. The MDOC Program Manager or designee will provide the Contractor with the MDOC Vendor Handbook upon award of the contract, as well as any updated copies of this document when changes or updates are made.

**C. Additional Security Requirements**

The Contractor and its staff will be subject to the following security procedures:

1. No active warrants or pending charges on any staff assigned to this Contract.
2. May not be under Federal, State or local jurisdiction as a prisoner. Must be off of Federal, State or local jurisdiction for five years from the date of discharge. Felony ex-prisoners will not be considered as contracted staff until they have been discharged from all sentences, including parole and probation, and are approved by the Deputy Director of the Correctional Facilities Administration (CFA). MDOC reserves the right to approve or decline applicants who have been involved in the criminal justice system depending on the circumstances.
3. Not under investigation or under disciplinary action of the Michigan Department of Licensing and Regulatory Affairs.



4. Has not engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution as defined in 42 U.S.C. 1997;
5. Has not been convicted of engaging in, attempting to engage in or conspiracy to engage in sexual activity facilitated by force, overt or implied threats of force or coercion, or if the victim did not consent or was unable to consent or refuse.
6. Has not been civilly or administratively adjudicated to have engaged in the activity described above.
7. The MDOC may investigate the Contractor's and subcontractor's personnel before they may have access to MDOC facilities and systems. The scope of the background check is at the discretion of the MDOC and the results will be used to determine Contractor personnel eligibility for working within MDOC facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT) and the Law Enforcement Information Network (LEIN), and may include the National Crime Information Center (NCIC) Finger Prints. Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by the MDOC and will be reasonably related to the type of work requested.
8. All delivery drivers, Contractor's and subcontractor's staff that are entering an MDOC facility must be LEIN cleared by MDOC at least 48 hours prior to facility entry. The Contractor's personnel must be LEIN cleared and received written approval from the MDOC's Program Manager and Contract Manager initially and annually by MDOC prior to any work with MDOC prisoners.
9. The Contractor and subcontractor personnel must request LEIN clearance in writing. The completed LEIN Information Form must be sent to, and approved by MDOC prior to Contractor's personnel working with MDOC prisoners and annually following approval. There is no cost associated with the LEIN. The LEIN form and email address will be provided to the Contract awardee(s).
10. The Contractor must document if a Contractor's or subcontractor's personnel assigned to the Contract is related to or acquainted with a prisoner incarcerated and under the jurisdiction of the MDOC. For Contractor's personnel who are related to or acquainted with a prisoner, the Contractor's staff member must complete the Prisoner Contact Exception Request (CAJ-202) and submit it to the MDOC Program Manager or designee. The Contractor must ensure its personnel complete the form and notify the MDOC Program Manager of any changes throughout the Contract term.
11. The Contractor's and subcontractor's personnel will be required to enter State facilities. The State may require the Contractor's and subcontractor's personnel to wear State issued identification badges.
12. All vehicles entering a correctional facility must be inspected before entry of the secure perimeter.
13. The Contractor's and subcontractor's personnel must anticipate delays when visiting any correctional facility due to issues within the facility.

14. The Contractor's personnel must comply with the State's security and acceptable use policies for State IT equipment and resources. Furthermore, Contractor personnel must agree to the State's security and acceptable use policies before the Contractor personnel will be accepted as a resource to perform work for the State. The Contractor must present these documents to prospective Contractor personnel before the Contractor presents the individual to the State as a proposed resource. Contractor personnel must comply with all physical security procedures in place within the facilities where they are working.
15. The MDOC reserves the right to deny access to any correctional facility to anyone who fails to comply with any applicable State, Federal or local law, ordinance or regulation or whose presence may compromise the security of the facility, its members or staff. Weapons, alcoholic beverages, poison, and prescription drugs and controlled substances without written certification of needs from a licensed physician (does not include medical supplies for the facility), cellular devices, cameras, and audio or visual recording devices are prohibited from being brought into all MDOC correctional facilities. Tobacco products and smoking also are prohibited both inside a correctional facility and on facility grounds except as specifically authorized by MDOC policy. Wardens may prohibit other items from being brought into their respective correctional facilities. Smoking is prohibited.
16. Security is the facility's first priority and the Contractor and Contractor Personnel must be responsive and respectful of these needs.
17. The Contractor, Contractor's, and subcontractor's personnel must comply with and cooperate with all correctional facility rules, procedures and processes as well as State and federal laws. Contractor personnel must ensure that they are complying with all facility rules and regulations including, but not limited to, dress code and items allowed to be possessed.
18. The Contractor's and subcontractor's personnel must follow the facility entry, exit, manifest process, to include the following:
  - a) The Contractor personnel will receive an orientation and training by the MDOC on security, procedures, etc., inside the correctional facility. The Contractor must maintain a copy of the Contractor personnel's training certificates in the appropriate file for auditing purposes.
  - b) The Contractor personnel must follow all MDOC rules, procedures and security processes at all times.
  - c) The Contractor must ensure that all Contractor personnel working in a correctional facility are familiar and in compliance with the necessary routines and increased awareness of working inside a facility. Working inside the facility requires that the Contractor personnel develop positive and cooperative relationships with MDOC facility staff.

19. The Contractor personnel must report any concerns, issues, or rule violations to the MDOC facility staff immediately.
  - a) The Contractor personnel must use the MDOC facility staff as a resource for questions and guidance working with prisoners and inside a correctional facility.
  - b) The Contractor personnel must defer to MDOC correctional facility staff for directions. The Contractor personnel must remember they are a guest in the facility and that security is the first priority of the facility.

**Schedule B**  
**System and On-Site Equipment Terms**

1. **Definitions.** All initial capitalized terms in this Schedule that are not defined herein shall have the respective meanings given to them in the Contract.
2. **System License.** The System, including all related software, Documentation, and other intellectual property (collective the “IP”) supplied or made available through Contractor are being provided on a term license only, as long as this Contract is in effect, and shall not constitute a sale of that IP. Nothing in the Contract or through Contractor’s performance hereunder shall constitute a transfer of right, title, or interest in or to the IP, which are retained by Contractor and its licensors. During the term of this Agreement, Company grants the State a non-exclusive, non-transferable, license to use the IP solely for the purposes set forth in the Statement of Work. The State shall not: (a) make available or distribute all or part of the IP to any third party by assignment, sublicense or by any other means; (b) copy, adapt, reverse engineer, decompile, disassemble, or modify, in whole or in part, any of the IP; or (c) use the IP to operate in or as a timesharing, outsourcing, or service bureau environment, or in any way allow third party access to the IP. The use of software is supplied in object code only, and nothing herein shall be construed as granting any license whatsoever to the underlying source code that is used to generate the software, or creating an implied license in any IP.
3. **Title to Equipment.** Except for the Equipment set forth in the last sentence of this Section, title and ownership to all Equipment provided under the Contract shall be and at all times remain in Contractor. Where guard posts, concrete pads, enclosures, pedestals, bumper pads, or other property of Contractor are installed at the State’s facility, title and ownership of such property shall remain in all respects with Contractor. Title and ownership to (i) the fiber backbone infrastructure, (ii) CAT 6 runs installed inside State facilities, and (iii) associated wiring completed for yard phones, shall remain in all respects with the State.
4. **Delivery of Equipment.** Contractor must deliver the Equipment to the locations designated by the State by the delivery date specified in the Statement of Work. Five days prior to the actual delivery date, Contractor must give written notice to the State specifying the precise delivery date and time. Contractor must pay all costs associated with replacing any item damaged in transit to the final destination. Contractor acknowledges that no item will be considered delivered on the delivery date if it is damaged or otherwise not ready for the State to begin its acceptance procedures. Contractor must, at a minimum, package the Equipment according to industry standards and include a packing slip with each shipment. Contractor must also arrange for any rigging and drayage necessary to deliver the Equipment. All costs associated with packaging, shipping, transportation, delivery and insurance are to be borne by Contractor.
5. **Installation, Integration and Configuration of Equipment.**
  - a. Contractor must unpack, assemble, install, integrate, interconnect, and configure all the Equipment at the locations specified in the Statement of Work. Where necessary to complete installation, Contractor must provide all required moving and installation resources, including but not limited to personnel, packing material, and floor protection panels as necessary. After completing installation, Contractor must provide the State with written notification that the Equipment is ready for use.

- b. Contractor must supply all materials required to complete the assembly, installation, integration, interconnection, and configuration of the Equipment at the locations specified in the Statement of Work so that they are ready for use and acceptance, including providing and setting up all required connections to the power supply and any other necessary cables and any other accessories or supplies.
  - c. Contractor must leave all work areas clean once installation is complete, which includes removing and disposing of all packing materials.
  - d. All costs associated with the installation services described in this **Section** are to be borne by Contractor.
- 6. **Documentation.** Contractor must provide to the State all end-user documentation for the System and Equipment. The documentation, at a minimum, must include all the documentation available to consumers from Contractor or the manufacturer of the Equipment about the technical specifications of the System and Equipment, installation requirements, and operating instructions, as well as details about the software programs with which the System and Equipment functions.
- 7. **Acceptance of Equipment.** Contractor must provide functioning Equipment that fully integrates with the System. The following Section applies generally to the acceptance of Equipment, but is subject to the more specific UAT Test Plan set forth in **Schedule C** to the Contract if the Equipment being tested is part of the UAT process.
  - a. The Equipment is subject to inspection and acceptance by the State. As part of its acceptance process, the State may test any function of the Equipment to determine whether they meet the requirements set forth in the Statement of Work. If the Equipment does not meet the requirements set forth in the Statement of Work, the State may reject the Equipment or require that they be corrected at Contractor's sole cost and expense before accepting them.
  - b. Acceptance by the State does not relieve Contractor of its responsibility for defects in the Equipment or other failures to meet the requirements of the Statement of Work or of its support and maintenance obligations.
  - c. The procedure for acceptance will be as follows:
    - i. Contractor must notify the State in writing once the Workstations are ready for use, in accordance with **Section 4.a** above;
    - ii. the State will have ten (10) Business Days to perform its acceptance procedures (the "**Acceptance Period**"); and
    - iii. if the State provides notice of any deficiency during the Acceptance Period, Contractor must address the deficiency at no cost to the State as soon as possible and notify the State in writing once the work is complete, at which time the State will be entitled to re-inspect the Equipment and the Acceptance Period will start again.
- 8. **Warranty for Equipment.**
  - a. Even if the State has accepted the Equipment, Contractor warrants that, throughout the Term, the Equipment will conform in all ways with the requirements set forth in the Statement of Work. Contractor will repair, service or replace any defective Equipment throughout the Term in accordance with the requirements set forth in the Statement of Work.
  - b. This warranty does not apply to a specific item of the Equipment if the only reason that item fails to conform to the requirements of the Statement of Work is because:

- i. a person other than the Contractor, a subcontractor, or a person approved by either of them modifies the Equipment or attaches equipment to the Equipment that was not designed or approved for use with the Equipment by the Contractor or the manufacturer of the Equipment; or
  - ii. the State uses consumable supplies or materials in or on the Equipment that are supplied by a person other than the Contractor, if those consumables or materials do not conform to the Equipment manufacturer's instructions to consumers.
- 9. **Risk of Loss.** Contractor and its insurers, if any, shall relieve the State of all risks of loss or damage to the Equipment during the periods of transportation, installation and operation of the Equipment. However, the State shall be responsible for loss or damage to Equipment in its possession caused by fault or negligence of the State or its employees. Risk of loss of any Equipment retained by the State shall transfer to the State upon termination or expiration of the Contract.

## **Schedule C**

### **User Acceptance Testing**

The parties agree as follows:

**1. Definitions.** For purposes of this Schedule, the following terms have the meanings set forth below. All initial capitalized terms in this Schedule that are not defined in this **Section 1** have the respective meanings given to them in the Contract.

**“Acceptance”** has the meaning set forth in **Section 3.5** of this Schedule.

**“Acceptance Tests”** means such tests as may be conducted in accordance with **Section 3** of this Schedule and the Statement of Work to determine whether the Software meets the Requirements.

**“Defect”** means any failure or failures of the System, or any API, to conform to the Requirements, and any applicable specifications set forth in the Documentation.

**“Integration Testing”** has the meaning set forth in **Section 3.1(c)** of this Schedule.

**“Requirements”** means the State's business and technical requirements regarding the features and functionality of the System, which are set forth in the Statement of Work.

**“SUITE”** means the State Unified Information Technology Environment, which was designed and implemented to standardize methodologies, processes, procedures, training, and tools for project management and systems development lifecycle management.

**“Test Data”** means Contractor's or the State's test data and testing scripts for use in Acceptance Testing during UAT.

**“Test Environment”** means the operating environment created by Contractor for purposes of UAT.

**“Testing Period”** has the meaning set forth in **Section 3.1(b)** of this Schedule.

**“Test Results”** means the results Contractor or the State expects to be achieved by processing the Test Data using the System.

**“UAT”** means User Acceptance Testing.

**“UAT Plan”** means Contractor's written plan outlining the UAT schedule, procedures for logging Defects and tracking corrections and re-testing status.

## **2. Parties Obligations for UAT.**

2.1 Contractor Obligations. Contractor will complete the following tasks as part of UAT:

- (a) Install, configure and deploy the System into the Test Environment;

(b) Install, configure and deploy all API and related Equipment necessary for the System to fully function in accordance with the Requirements;

(c) Create and provide to the State sufficient Test Data and Test Results to adequately test the System end-to-end, including testing of any APIs and Equipment for purposes of Integration Testing;

(d) Review any State-created Test Data and provide necessary feedback to the State;

(e) Assist the State with completing any necessary SUITE documentation;

(f) Communicate to the State that the Testing Environment is ready for use prior to initiation of Acceptance Tests;

(g) Create a written UAT Plan;

(h) Train State staff on how to perform Acceptance Tests using the UAT Plan.

(i) Correct Defects in Test Results in accordance with **Section 3** of this Schedule, which are identified by Contractor or the State during the testing Period;

(j) Conduct regular status meetings during UAT to assess Test Data and Test Results; and

(k) Provide a tracking system for Contractor and the State to log Defects and track corrections and re-testing status.

2.2 State Obligations: The State will complete the following tasks as part of UAT:

(a) Create its own Test Data for use in UAT;

(b) Develop and add approved tests to the UAT Plan;

(c) Execute tests and report Test Results to Contractor in accordance with the UAT Plan;

(d) Participate in regular testing status meetings;

(e) Enter defects from Test Results into the Contractor-provided issue tracking system. Details to be entered include a minimum of: (i) detailed description of the problem (include screenshot(s) if applicable); and (ii) steps needed to reproduce the issue;

(f) Perform regular retest of Contractor resolved defects based on mutually agreed schedule; and

(g) Work with Contractor to prioritize issues that arise during UAT.

### 3. **Acceptance Testing; Acceptance.**



### 3.1 Acceptance Testing.

(a) Unless otherwise specified in the Statement of Work, upon installation of the System and direction from Contractor that the System is ready to be tested by the State, acceptance tests will be conducted as set forth in this **Section 3** to ensure the System conforms to the requirements of the Contract, the Statement of Work, and the applicable Requirements.

(b) All Acceptance Tests will take place at a designated State facility, with remote access to the System, commencing on the Business Day following Contractor's notice that the System is ready to be tested by the State, and be conducted diligently for up to thirty (30) Business Days, or such other period as may be set forth in the Statement of Work (the "**Testing Period**"). Acceptance Tests will be conducted by the State, and if requested by the State, Contractor will make suitable Contractor Personnel available to assist or guide such Acceptance Tests. Contractor is solely responsible for all costs and expenses related to Contractor's performance of, participation in, and observation of Acceptance Testing.

(c) All APIs and Equipment must be delivered at the same time as the System, and Acceptance Tests will also be performed on the integrated System as a whole to ensure full operability, integration, and compatibility among all elements of the System ("**Integration Testing**").

(d) The State may suspend Acceptance Tests and the corresponding Testing Period by written notice to Contractor if the State discovers a material Defect in the tested System or part or feature of the System. In such event, Contractor will immediately, and in any case within ten (10) Business Days, correct such Defect, whereupon the Acceptance Tests and Testing Period will resume for the balance of the Testing Period.

3.2 Notices of Completion, Defects, and Acceptance. Within fifteen (15) Business Days following the final completion of all Acceptance Tests, including any Integration Testing, the State will prepare and provide to Contractor written notice of the completion of the tests. Such notice must include a report describing in reasonable detail the tests conducted and the results of such tests, including any uncorrected Defect in the tested System.

(a) If such notice identifies any Defects, the parties' rights, remedies, and obligations will be as set forth in **Section 3.3** and **Section 3.4** of this Schedule.

(b) If such notice identifies no Defects, such notice constitutes the State's Acceptance of such System.

3.3 Failure of Acceptance Tests. If Acceptance Tests identify any Defects, Contractor, at Contractor's sole cost and expense, will remedy all such Defects and re-deliver the System, in accordance with the Requirements. Re-delivery will occur as promptly as commercially possible and, in any case, within fifteen (15) Business Days following, as applicable, Contractor's receipt of the State's notice under **Section 3.2**, identifying any Defects.

3.4 Repeated Failure of Acceptance Tests. If Acceptance Tests identify any Defect in the System after a second or subsequent delivery of the System, or Contractor fails to re-deliver the System on a timely basis, the State may, in its sole discretion, by written notice to Contractor:

(a) continue the process set forth in this **Section 3**; or

(b) deem the failure to be a non-curable material breach of this Contract and the Statement of Work and terminate the Contract for cause.

3.5 Acceptance. Acceptance ("**Acceptance**") of the System (subject, where applicable, to the State's right to perform Integration Testing) will occur on the date of the State's delivery of a notice accepting the System under **Section 3.2(b)** of this Schedule.

**Schedule D**  
**Service Level Agreement**

**Metric 1: Prisoner Telephone System Maintenance**

**Definition and Purpose**

The Contractor shall provide the necessary labor, parts, materials, connections, and transportation costs to maintain all telephones and ADA-compliant communication technologies (defined as: TTY or TDD, Telephone Relay Services, Videophones or Person-to-Person Services, and Video Relay Services). All equipment will be in good working order and in compliance with the equipment manufacturer's specifications throughout the life of the Contract.

**Data Source:**

1. Prisoner Telephone System Downtime Report
2. Service Compliance Ticket Remedy Report
3. Priority Level Table Categories 1-3
4. Field Technician case notes
5. MDOC correspondence
6. ServiceNow Portal Access

**Methodology:**

1. A Priority Level Event is identified when it is reported by the MDOC or found by the Contractor. MDOC will review Data Sources 1 and 2 against Data Source 3.

Priority Level	Definition of Priority	Priority Level Events	Maximum Solution Response Time (MSRT)
<b>1</b>	Priority Level 1 items are major Service Events that globally or severely impact the ability of prisoners to make telephone calls or utilize other services.	<ul style="list-style-type: none"> <li>• MDOC-wide PTS failure.</li> <li>• Facility-wide PTS failure at single Facility.</li> <li>• PTS failure at one or more housing unit(s) across several facilities.</li> </ul>	Following the identification of a Priority Level 1 Event, Contractor must complete a resolution repair solution within 24 hours of initial identification provided by MDOC Staff or through Contractor self-diagnostic testing.
<b>2</b>	Priority Level 2 items are Service Events impacting an entire housing unit and require immediate attention.	<ul style="list-style-type: none"> <li>• PTS failure throughout a single housing unit.</li> </ul>	Following the identification of a Priority Level 2 Event, Contractor must complete a resolution repair solution within 24 hours of initial identification provided by MDOC Staff or through Contractor self-diagnostic testing.
<b>3</b>	Priority Level 3 items are Service Events classified as basic service requests for minor, non-critical incidents.	<ul style="list-style-type: none"> <li>• One or more prisoner telephones in a single housing unit are non-operational due to PTS failure or hardware damage.</li> </ul>	Following the identification of a Priority Level 3 Event, Contractor must complete a resolution repair solution within 48 hours (excluding weekends) of initial identification provided by MDOC Staff or through Contractor self-diagnostic testing.

2. MSRT will be measured from the time the Contractor is notified by MDOC Staff of a Priority Level Event or Contractor logs a failed self-diagnostic test. Whichever occurs first constitutes initial identification. When the Contactor has resolved and documented the reported or logged issue and full functionality resumes, the

Priority Level Event will be considered resolved. The MDOC will review the Data Sources listed above to determine the Priority Level of the Event, as well as the MSRT.
<b>Acceptable Standard:</b>
The Acceptable Standard is 100% compliance.
<b>Amount for Failing to Meet Service Level Agreement</b>
Service Credits will be assessed for unresolved Priority Level Events immediately following the expiration of the MSRT. Additional Service Credits will be assessed every 24 hours thereafter until the Priority Level Event has been resolved. The Priority Level Event shall be considered resolved when the Contractor has resolved and documented the reported or logged issue and full functionality resumes.
Priority Level 1 Event - \$5,000.00 will be assessed following the expiration of the MSRT.
Priority Level 2 Event - \$2,000.00 will be assessed following the expiration of the MSRT.
Priority Level 3 Event - \$1,000.00 will be assessed following the expiration of the MSRT.
Assessments will begin in January 2019.
Prior to assessing any credit, MDOC shall advise Contractor of the finding that is the basis for the assessment and shall afford the Contractor the opportunity review and respond to the State's finding and dispute the assessment or to provide any extenuating circumstances that may explain or mitigate any failure to the SLA. Extenuating circumstances will be reviewed by the MDOC Contract Manager before any Service Credits are assessed. Service Credits are applied on the next available Programming and Special Equipment Fund payment.

<b>Metric 2: Customer Support</b>
<b>Definition and Purpose</b>
The Contractor must provide a comprehensive Customer Support Program for MDOC staff and prisoner Friends and Family.
<b>Data Source:</b>
<ol style="list-style-type: none"> <li>1. ServiceNow Portal Access</li> <li>2. ServiceNow Customer Service Discrepancy Report</li> <li>3. Random Validation Audit of stated Key Customer Service Performance metrics</li> </ol>

<b>Methodology:</b>
<ol style="list-style-type: none"> <li>1. Review of Data Sources 1 and 2.</li> <li>2. The MDOC will call the Contractor-provided, dedicated toll-free number on twelve separate, random occasions during each quarter.</li> </ol>
<b>Acceptable Standard:</b>
<ol style="list-style-type: none"> <li>1. 95% of the tickets opened in a reporting month have been closed within 7 days.</li> <li>2. The Random Validation Audit must result in 75% of calls (9) having a wait time of 30 seconds (or less) before the MDOC is put in contact with a live Customer Service Representative (as set forth in Section 11.1.a of the Contract).</li> </ol>
<b>Amount for Failing to Meet Service Level Agreement</b>
<ol style="list-style-type: none"> <li>1. \$3,000.00 will be assessed each month that the monthly reviews of the Contractor's ServiceNow ticket system and ServiceNow Customer Service Discrepancy Report do not meet the Acceptable Standard as described above.</li> <li>2. \$1,000.00 will be assessed each quarter when the Random Validation Audit calls do not meet the Acceptable Standard as described above.</li> </ol> <p>Assessments will begin in January 2019.</p> <p>Prior to assessing any credit, MDOC shall advise Contractor of the finding that is the basis for the assessment and shall afford the Contractor the opportunity review and respond to the State's finding and dispute the assessment or to provide any extenuating circumstances that may explain or mitigate any failure to the SLA. Extenuating circumstances will be reviewed by the MDOC Contract Manager before any Service Credits are assessed. Service Credits are applied on the next available Programming and Special Equipment Fund payment.</p>

<b>Metric 3: ADA Compliant Communication Technologies</b>
<b>Definition and Purpose</b>
<p>The Contractor shall provide and maintain the following required communication technologies at all MDOC facilities where deaf and/or hard-of-hearing prisoners are housed:</p> <ol style="list-style-type: none"> <li>1. TTY or TDD</li> <li>2. Telephone Relay Services</li> <li>3. Videophones or Person-to-Person Services</li> <li>4. Video Relay Services utilizing an established video relay service provider</li> </ol>
<b>Data Source:</b>
<ol style="list-style-type: none"> <li>1. ADA-compliant Communication Technologies Inventory Report.</li> <li>2. Quarterly Audit of required communication technologies. This may include site visits by the MDOC.</li> <li>3. Program Manager's written request(s) to modify the number of communication technologies required at MDOC facilities where deaf and/or hard-of-hearing prisoners are housed.</li> </ol>
<b>Methodology:</b>

The MDOC will perform a Quarterly Audit (beginning January 2019).
<b>Acceptable Standard:</b>
The MDOC Quarterly Audit must determine that all required communication technologies are in place and operational at MDOC facilities where deaf and/or hard-of-hearing prisoners are housed. The Acceptable Standard is 100%.
<b>Amount for Failing to Meet Service Level Agreement</b>
<p>\$5,000.00 will be assessed for each instance of a communication technologies component that is unavailable for use at a location where deaf and/or hard-of-hearing prisoners are housed.</p> <p>Assessments will begin in January 2019.</p> <p>Prior to assessing any credit, MDOC shall advise Contractor of the finding that is the basis for the assessment and shall afford the Contractor the opportunity review and respond to the State's finding and dispute the assessment or to provide any extenuating circumstances that may explain or mitigate any failure to the SLA. Extenuating circumstances will be reviewed by the MDOC Contract Manager before any Service Credits are assessed. Service Credits are applied on the next available Programming and Special Equipment Fund payment.</p>

## STATE OF MICHIGAN

### Prisoner Telephone Service for Department of Corrections

#### Schedule E Ancillary Services

The ancillary offerings listed in the table below represent the initial and ongoing contractual obligation of the Contractor. Unit and extended pricing were provided by the Contractor during negotiations and will remain constant through the entire term of the Contract including options. The State may adjust the quantities of Portable Cell Phone Detections units, Mail Scanners, Cell Phone Extraction Lab, Additional Ancillary Services, and Investigative Analysts at the associated values indicated below at any time through a Contract Change Notice per Section 3. Change Control Process of the Contract Terms. Ancillary Services value may be adjusted, subject to these limitations, per the Change Control Process; in no event are ancillary services exchangeable for a cash value. The Total Ancillary portfolio may not be limited to the specific hardware and software found below.

All hardware and software contained under the Ancillary Services Schedule are governed by the Terms and Conditions, Service Level Agreements, and Statement of Work contained within the Contract. All Ancillary Hardware and Software shall become the property of the MDOC at the end of the Contract but will be fully maintained and replaced if necessary, by the Contractor throughout the Contract term. The Contractor must replace the ancillary hardware and software if needed to ensure the latest technology/model is being leveraged.

Ancillary Offerings -		
Cell Phone Detection -	Description	Value
1. Portable Cell Phone Detection units	2 units per facility @ 31 facilities @ (\$11k/unit + \$1500 training) = \$775k one-time. Locations to be determined by MDOC.	\$775,000.00
2. Mail Scanners	3 units @ (\$125k/unit + \$1500 training) = \$379,500k one-time.	\$379,500.00
3. Cell Phone Extraction Lab	Forensic lab = \$125k one-time, 35 investigative analysts with crime lab certification = \$2.63M annually (reflected in Resources).	\$125,000.00
4. Cell Phone Extraction Software	Data IQ analytical tool with Cellebrite cell phone extraction interface = \$630k annually.	\$3,150,000.00
5. Mobile Device Assessments	31 facility assessments @ \$21k each assessment = \$651,000.00 annually, \$3,255,000 over contract period. Locations to be determined by MDOC.	\$3,255,000.00
Video Visitation	1400 stations @ \$1500/unit = \$2.1M one-time	\$2,100,000.00
Foreign language translation	Yes	Included with solution
Call transcription	Yes, \$0.007/min @ 150M min per yr. = \$1.05M annually.	\$5,250,000.00
Voicemail	Yes	Included with solution

<b>Investigative Case Management</b>	Investigative case management would be available statewide. \$100k one-time and \$150K annually	\$850,000.00
<b>ShawnTech Premium Service and GTL's MI-based Call Center</b>	\$0.0192/min is the incremental cost over a standard service package and includes the continuation of our ShawnTech Premium Service Package as well as our Michigan based call center. This is the incremental cost to add this service over a standard vendor provided service package and non-Michigan based call center. Our exclusive agreement with ShawnTech means that no other vendor can take advantage of their 23 years of service to MDOC. \$0.0192 @ 150M min per year = \$2.88M annually in additional ancillary service value	\$14,400,000.00
<b>Visitation Management Solution</b>	GTL is offering a fully integrated visitation management solution that can be used to schedule video visits for high custody prisoners, funerals, or whatever else MDOC needs. GTL's solution has the capability to schedule remote video visits, on-site video visits and even face-to-face visits. \$360k one-time, \$77k annually.	\$745,000.00
<b>Additional Ancillary Services</b>	\$1,951,567.00/year and \$1,000,000.00 to be paid into the Programming and Special Equipment fund in 2021 to combat the contraband cell phone technologies of the future.	\$9,757,835.00
<b>Total Products</b>		<b>\$40,284,500.00</b>
<b>Resources</b>		
1. Call Reviewer - Base level -	31 Full-time Employees (FTEs). Located in a GTL FUSION call center. The Call Reviewers will listen to call recordings and provide leads to the investigative analysts. Alternately, GTL offers to replace the 31 call reviewers with technology that will monitor 100% of the calls and offer predictive analytics on misuse and fraud.	Included with solution



2. Investigative Analysts	31 investigative analysts with crime lab certification. Located locally in either a vendor provided workspace or, if MDOC chooses, embedded within MDOC institutions. These FTEs will serve as intelligence analysts and will be trained as certified crime lab analysts, able to serve both roles. (Each Investigative Analyst delivers the value of 5 Call Reviewers) = \$2,329,430.00 annually	\$11,647,165.00
3. Trainers	<b>2 FTEs</b> for the life of the contract. (Not interchangeable with call reviewers)	Included with solution
<b>Total Resources</b>		<b>\$13,150,000.00</b>
<b>Total Ancillary Value</b>		<b>\$53,434,500 + Additional value included with the solution</b>

#### Cell Phone Detection

1. Portable Cell Phone Detection units-
  - CellSense Plus contraband detection units that provide superior detection of ferrous metal, preventing cell phones, weapons and other contraband from entering the institutions.
2. Mail Scanners-

#### VeroVision™ Mail Screener Features and Benefits

Feature	Benefit
One-click, 8 second scan	Dosage level detection capability
Intuitive, easy to operate user interface	Minimal training time and costs
Automated, noncontact, widefield scanning	The entire item can be screened at once objectively displaying the location of a suspect material.
High probability of detection and low false positive rate.	Confidence in detection capability may allow facilities to relax restrictions on mail items commonly categorized as "high-risk", such as drawings, greeting cards and photos.
Dosage level detection capability	Extremely trace residues/cross contamination will not initiate a false alarm.
Incorporates near-infrared (NIR) multispectral imaging technology.	NIR imaging is effective at targeting specific chemical information exhibited by many illicit drugs. It is also safe for operators and bystanders.

- In operation, the Mail Screener incorporates multispectral imaging technology. It targets chemical information that can be specifically visualized in the Near-Infrared (NIR) portion of the spectrum. Looking at the entire field of view, the NIR light can penetrate the articles of mail, allowing for detection of concealed illicit drugs while at the same time suppressing background materials, colors, and patterns commonly associated with ordinary envelopes, greeting cards, papers, and stamps.

- Currently, the system can detect the following drugs: Aocaine, D-Amphetamine, Heroin, Ketamine, Methadone, Methamphetamine, PCP and Suboxone. Additionally, the VeroVision™ Mail Screener detects common cutting agents, such as as Acetaminophen, Aspirin, Caffeine, Corn Starch, DXM (dextromethorphan), DMSO (dimethyl sulfoxide), Lidocaine, Piracetam, and Procaine.

### 3. Cell Phone Extraction Lab

- A fully equipped on-site solution for the extraction and processing of contraband cell phones. This lab will provide the intelligence analysts with the capability to do both logical and physical extractions on contraband phones so that investigators can determine not only who had the phone, but how they are getting into the prison.
- Contractor will provide information from the cell phone extraction in a MDOC approved logical easy to decipher format.
- Contractor must provide a chain of custody for all captured cell phones.
- National Forensics Lab: GTL's National Forensics Lab (Lab), located in Ft. Worth, TX, provides digital forensics support to customers under contract terms. The Lab provides logical and/or physical data extraction and analysis from legally seized devices including, but not limited to: cell phones, drones, tablets, MP3/MP4 players, external hard drives, solid state and flash internal drives, thumbdrives, etc. The established process delivers rapid response and turnaround times, and ensures proper evidence handling and chain of custody.

### 4. Cell Phone Extraction Software

- Extracting data from mobile devices is accomplished through the industry leading Cellebrite Universal Forensic Extraction Device (UFED). Supporting thousands of phones, Cellebrite's UFED, technology allows the user to conduct a logical extraction to secure data in allocated space on the device, or to dive deeper to extract data from both allocated and non-allocated space.
- Contractor must provide the latest version of cell phone extraction software.
- The Contractor shall be responsible for the storage of extracted cell phone data at no cost to the MDOC throughout the life of the Contract including any renewal terms, and for 5 years after Contract termination.

### 5. Mobile Device Assessments

- Contractor's analysts will pull extracted data into GTL's Data IQ visual link analysis tool for investigation and reporting. GTL Data IQ, the industry's most powerful, state-of-the-art investigative and visual link analysis tool available today. Extracted data from the Cellebrite UFED device forensic report, as well as other advanced techniques, are easily imported into GTL Data IQ. GTL Data IQ will digest the records exported through extraction in a text (.csv) or MS Excel (.xls or.xlsx) format. GTL Data IQ will also ingest other external data source formats if needed.
- Beyond extractions, GTL analysts will leverage the extracted data against additional disparate data sets in GTL Data IQ to provide analytic insights for investigators. GTL analysts can use their experience and their network to apply the latest analytic techniques, uncover trends, and assist investigators with robust, proactive, actionable

intelligence leads. GTL analysts also provide on-demand call monitoring services in response to MDOC requests for targeted offenders, keywords, etc.

#### Video Visitation

- A fully integrated visitation management solution that can be used to schedule video visits for high custody prisoners, funerals, or whatever else MDOC needs. Contractor's solution has the capability to schedule remote video visits, on-site video visits and even face-to-face visits.
- Location and volume for Video Visitation implementation and/or removal will come at no cost and be by the agreement of both parties.

#### Foreign language translation

- At the request of MDOC, any call that requires a foreign language translation, Contractor will provide via their third-party partner. This translation will occur no later than 3 business days following the receipt of the request. A procedure of facilitating the requests for translations will be determined by Contractor and approved MDOC.
- Contractor will also provide translation services for any other medium, per a request from MDOC.

#### Call transcription

- Contractor's Call IQ© Advanced keyword search and word recognition solution allows the capability to search for words and phrases as well as transcribe and translate calls.

#### Voicemail

- With approval from, and at no cost to MDOC, Contractor will provide MDOC with an easy to use secure Prisoner Voicemail system that enables increased communication between prisoners and their family and friends along with prison personnel via two-way Voicemail.

#### Investigative Case Management

- Contractor will provide a true investigative case management solution that will allow investigators to better track all the data around investigations.
- Contractor will provide MDOC an Investigative Case Management solution. This comprehensive tool will be installed within 120 days of an executed contract and MDOC users will be provided the requisite training both on-site and via a Webinar. Ongoing Training Webinars will be provided annually to the MDOC Users and all upgrades and training will be provided throughout the life of the contract at no cost.
- The Contractor must provide access to the Investigative Case Management solution at no cost to the MDOC throughout the life of the Contract including any renewal terms, and for 5 years after contract termination.
- The Contractor must provide a validation process for case notes entered in system. 2 factor authentication for anyone that wants to enter a case note (possibly done by user role). Don't want anyone to be able to enter whatever information they choose if it hasn't been vetted.
- Contractor's Investigative Case Management System (ICM) leverages roles and permissions to manage users' ability to Create, Read, Update, and Delete the various modules within the application. The agency has full control as to what role each user

has, and what permissions are associated to each role. All user Create, Read, Update, and Delete activities are logged in a system audit log.

#### ShawnTech Premium Service and GTL's MI-based Call Center

- See Statement of Work.

#### Visitation Management Solution

- With approval from, and at no cost to MDOC, Contractor will provide a fully integrated visitation management solution that can be used to schedule video visits for high custody prisoners, funerals, or whatever else MDOC needs. Contractor's solution has the capability to schedule remote video visits, on-site video visits and even face-to-face visits.

#### Additional Ancillary Services

- \$1,951,567.00/year and \$1,000,000.00 to be paid into the Programming and Special Equipment fund in 2021 to combat the contraband cell phone technologies of the future.

#### Resources

Investigative Analysts will be assigned to specific facilities or housed by the vendor at a single location but may be reallocated to other facilities at any time, for any duration at the discretion of MDOC.

1. Call Reviewer - Base level
  - a. Contractor shall provide up to 31 Full-Time Employees (FTE) located in a GTL FUSION call center that are responsible for listening to prisoner calls and flagging any possible misuse or fraud.
  - b. If MDOC does not utilize the full 31 FTEs, the Contractor must subsidize work load with technology that will monitor prisoner phone calls and offer predictive analytics on misuse and fraud.
  - c. All information gathered from the call center must be disseminated to MDOC Central Office investigative unit for review before investigative analysts begin working on data.
2. Investigative Analysts
  - a. Contractor shall provide 30 FTE Investigative Analysts (Analysts) located within MDOC facilities, and one Investigative Analyst Manager located in MDOC Central Office responsible for day to day operations of the Contractor's Analysts (hours, punctuality, leave, travel, etc.).
  - b. MDOC is responsible for providing Analysts with State issued cell phones for Contract activities and communication.
  - c. MDOC will provide Analysts with access to State Network computers for to access State specific programs and information.
  - d. Contractor must supply Analysts with Contractor owned laptops to access Contractor platforms and information. Contractor supplied Analyst laptops must work independently from the State Network.
  - e. Contractor must supply Analysts with a printer and a scanner at each MDOC location where Contractor Analysts are working.
  - f. Contractor is responsible for all travel, lodging, and mileage reimbursement for Analysts that must travel to any MDOC facility within the scope of their duties assigned.
  - g. Analyst's primary work location will be one of six regionally located MDOC owned buildings (Detroit, Central/Lansing, West LP, Northeast, UP West, UP East), and MDOC

Central Office located in Lansing MI. Locations of Analyst work sites is at the discretion of MDOC with approval of the Contractor.

- h. Analysts will be hired in increments of five (5) analysts with the first Analysts to be placed in the Lansing/ Jackson Region no later than November 8, 2018. MDOC will provide the Contractor the order in which regions will be hired for project planning. Either MDOC or the Contractor may request to speed up or slow down the hiring process with written consent of the other party. If MDOC so chooses, the number of Analysts in a region may be greater or less than five (5) with approval from the Contractor. Value associated with Analysts who have not yet been hired will be prorated and added to the Additional Ancillary Services value.
- i. Analysts may be designated to any of the identified regions during the term of the Contract. Analysts may be responsible for assisting in other regions on a short-term basis at MDOC's discretion. MDOC may also permanently change an analyst's region.

### 3. Trainers

- a. Contractor shall provide up to 2 Full-Time Employees (FTE) located within the State of Michigan that are responsible for training that includes all prisoner functions, all administrative and investigative functions, and procedures for reporting problems to GTL.
- b. Contractor must supply Trainers with Contractor owned laptops to access Contractor platforms and information. Contractor supplied Trainer laptops must work independently from the State Network.
- c. Contractor is responsible for all travel, lodging, and mileage reimbursement for Trainers that must travel to any MDOC facility within the scope of their duties assigned.
- d. After implementation of the new service is complete, our certified trainers will provide on-site regionalized training so that MDOC staff have the opportunity for instructor-led classroom training with hands on activities. Users will have the opportunity to ask questions and perform tasks in a real-time environment with feedback from our certified trainers. The training team can provide instructional aids such as user guides, cheat sheets, and phone dialing instructions.
- e. Within the first quarter after the implementation of service, the training team will offer MDOC refresher training for any new hires or for users who want additional training on system features.
- f. The training team is available for additional training either via WebEx or onsite as needed. Refresher or new feature training for facility personnel can be provided as needed throughout the Contract period, either onsite or via web-based sessions.

**Exhibit A**  
**SECTION 28 1500 – FIBER CABLING**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. This section includes parts and equipment required for the installation, termination and testing of a fiber optic cable backbone. Where particular specifications, such as manufacturers or brand names are specified, Contractor may provide alternates or their equivalents to the extent they provide the same or better functionality and pending the review and approval of MDOC.

**1.02 REFERENCE:**

- A. Comply with Division 28 1000 References requirements.

**1.03 SYSTEM DESCRIPTION**

- A. The fiber optic backbone shall include all components of the system from the patch panels to the backbone fiber and everything in between.
- B. Quality Assurance
  - 1. In addition to the Contractor Qualifications requirements of Section 28 1000 the Contractor or its Subcontractors shall be manufacturer certified to install the proposed and submitted cabling system as well as to provide an extended warranty. Provide satisfactory evidence of certification in the form of a current letter or certificate from the manufacturer as part of the bid submission.

**1.04 COORDINATION**

- A. All fiber cable installation shall be coordinated with the installation of the communications raceways.
- B. Coordinate location of the spare coiled fiber cables with Engineer prior to installation.

**PART 2 - PRODUCTS**

**2.01 MANUFACTURERS**

- A. Approved vendors for fiber cable are:
  - 1. Berk-Tek.
  - 2. Corning
  - 3. General Cable.
  - 4. Optical Cable Corporation.
- B. Approved vendors for fiber termination equipment are:
  - 1. Corning.
  - 2. Hubbell.
  - 3. Optical Cable Corporation.

**2.02 MATERIALS**

- A. Cable shall be suitable for indoor/outdoor installations and within underground conduits.
- B. Cable and fiber strands shall exhibit stable performance in an outdoor environment. The optical transmission performance of the fiber shall not be significantly affected by environmental fluctuations, installation, or aging.
- C. Materials used in the cable shall not emit hydrogen in quantities that will increase attenuation.

- D. All fiber cables shall be of tight buffered construction. A tight buffered optical fiber shall consist of a central glass optical fiber surrounded by a primary polymer buffer and an optional tight fitting secondary buffer.
1. The outer jacket of each fiber strand shall be colored according to the fiber color code in TIA 598-B.
  2. Individual singlemode fiber strands shall be 9/125 $\mu$ m for the core/cladding measurements.
  3. All fiber strands shall be surrounded by synthetic yarn for added strength and crush resistance.
  4. All fiber installed in plenum rated areas shall be Plenum rated or installed in approved raceways as identified in the N.E.C.
  5. All fiber installed outdoors shall be outdoor rated
  6. The outer jacket of the cable shall be surface printed with the manufacturer's identification and required UL markings.
  7. All fibers shall be subjected to a minimum fireproof stress of 0.7 GPa (100 kpsi).
  8. The minimum bend radius of the cable under full rated tensile load shall be no larger than 15 times the outside diameter of the cable and no more than 10 times the outside diameter of the cable with no load on the cable.
  9. Optical and mechanical performance shall not be degraded and the cable shall not be damaged in any way by immersion in ground water for outdoor cables.
  10. The fiber optic cable shall meet or exceed the requirements of this specification when measured in accordance with the methods of the individual requirements or the following methods as defined in EIA-STD-RS-455.
    - a. Fiber dimensions.
    - b. Attenuation.
    - c. Bandwidth.
    - d. Numerical aperture.
    - e. Fiber proof test.
    - f. Cable bending.
    - g. Tensile load
    - h. Impact resistance.
    - i. Crush resistance.
    - j. Attenuation vs. temperature.
  11. Manufacturer shall provide ISO 9001 certification.
  12. The cable shall withstand an impact force 1500 times per ANSI/TIA/EIA-RS-455 (FOTP-25A).
  13. The cable shall withstand compression load of 1800 N/cm per ANSI/TIA/EIA-RS-455 (FOTP-41A).
  14. Do not install riser rated fiber through a plenum rated area unless the fiber is inside an EMT conduit.
- E. Singlemode Fiber Cable
1. The overall fiber cable shall consist of tight buffered optical fibers surrounded by a synthetic yarn strength member and a color coded flame retardant elastomeric polymer jacket. The strength member shall be composed of individually and precisely tensioned elements such that tensile loads are equally shared by each element.
  2. 24 strand single-mode fiber cable shall meet the following specification:
    - a. Wavelength: 1310/1550nm
    - b. Industry Standard: ITU-T G.652.D
    - c. 1 Gigabit Ethernet Distance: 5 km
    - d. 10 Gigabit Ethernet Distance: 10 km
    - e. Max Attenuation: .5/.5 dB/km
    - f. Outdoor, riser rated fiber cable shall be Optical Cable #DX024DSLX9KR or equal, yellow in color.

- g. Indoor/outdoor plenum rated fiber cable shall be Optical Cable #DX024KSLX9YP or equal, yellow in color.
  - h. Indoor plenum rated fiber cable shall be Optical Cable #DX024SSLX9YP or equal, yellow in color.
- F. 12-36 port, rack mount fiber patch panels.
- 1. Rack mount fiber patch panels shall be modular in design. Mounting brackets shall be provided for 12 pack adapters. Adapter packs shall sit horizontally in the panel.
  - 2. Panels shall mount into standard 19 inch relay racks.
  - 3. Panels shall be no more than 1-3/4 inch or 1 rack unit high.
  - 4. Rack Mount fiber panel shall be Hubbell # FPR3SP or equal
    - a. Each panel shall be equipped with a protective front cover bracket, Hubbell No. FPRBRKT1.
- G. 12-288 port, rack mount fiber patch panels.
- 1. Rack mount fiber patch panels shall be modular in design. Mounting brackets shall be provided for 12 pack adapters. Adapter packs shall sit vertically in the panel.
  - 2. Panels shall mount into standard 19 inch relay racks.
  - 3. Panels shall be no more than 1-3/4 inch or 1 rack unit high.
  - 4. Rack Mount fiber panel for up to 288 fiber strands shall be Hubbell # FCR3U12SP or equal
  - 5. Rack Mount fiber panel for up to 144 fiber strands shall be Hubbell # FCR2U6SP or equal
- H. 12-pack adapter panels shall be installed in each fiber panel for termination.
- 1. Adapters shall support 12 fibers each.
  - 2. Shall provide duplex connections for the fiber.
  - 3. SC 12-pack adapters for multimode fibers shall be Hubbell #FSPSCDS6Y (yellow) or equal.
- I. Fiber cables shall be fusion spliced to pigtails for termination at each patch panel. Provide 1 meter, pre-connectorized pigtails for fusion splicing to the fiber. Terminate all fiber strands installed
- 1. Pigtails shall have SC connectors.
  - 2. All pigtails shall be simplex.
  - 3. Match the pigtail to the size and transmission rate of the glass in the fiber.
  - 4. Pigtails shall be Hubbell # FPSCS1SMZ or equal.
- J. For splicing fiber at the end devices, provide a splice tray that mounts into the fiber panel.
- 1. Splice tray shall be sized to hold 12 or more fusion splices. Each tray shall be mounted into the fiber panel. If there is no room in the panel then the contractor shall provide a splice shelf.
    - a. Shelf shall mount below the fiber panel.
    - b. Route all fiber cables that utilize the splice trays into the shelf, and then extend spliced ends up into the fiber panel.
  - 2. Splice shelf shall be Hubbell #FSS01 or equal
    - a. Equip with splice trays as required. Shall be Hubbell #Stray12F or #Stray 24F.
- K. In buildings and where space is available the fiber cable shall be coiled prior to termination.
- 1. Coil the fiber inside of a stowage ring.
  - 2. Fiber stowage ring shall Leviton #48900-IFR or equal.

## **PART 3 - EXECUTION**

### **3.01 EXAMINATION**



- A. Pathways: Prior to installation, verify pathways (conduits, etc.) exist and are 'ready' to accept cables. Install raceways where none are existing.
- B. Equipment Rooms: Prior installation, verify telecom rooms are 'ready' to accept the backbone cables and terminations.
- C. Identify location of racks, and position of fiber patch panels prior to fiber installation.
- D. Inspect fiber cable prior to installation for damage during shipping. The Contractor shall be responsible for all damaged or nonfunctional fiber cables. If any strands of a fiber cable are not working, the Engineer has the right to order the complete replacement of the entire fiber cable.

### 3.02 PREPARATION

- A. Contractor shall designate the location of the spare coil of fiber at each end of the run prior to installation.
- B. The Contractor is solely responsible to verify that the cable is operational – both cable sheath and strand continuity – prior to installation.

### 3.03 INSTALLATION

#### A. Backbone Cabling

##### 1. General

- a. Cable runs shall have continuous sheath continuity, homogenous in nature. Splices are not permitted, unless approved in writing by the Owner.
- b. Pigtail splicing at destination equipment is required
- c. Protect fibers during installation & termination. Fibers damaged during installation or termination shall result in replacement of the affected cable at no additional cost.
- d. Installation of fiber cable shall be by a trained installer.
- e. All fiber, if not installed inside cable tray, shall be attached to the building structure with approved supports a minimum of every 5 feet.
- f. As part of the as-built drawings, provide the actual footage of each fiber cable installed. Mark this on the drawings.
- g. Any fiber strands that do not pass a sufficient signal light signal will be identified as noncompliant, and the Engineer has the right to order the complete replacement of the fiber cable by the Contractor.

##### 2. Placement

- a. Bend Radius: Maintain a minimum bend radius of 20 times the cable diameter during installation, and a minimum bend radius of 10 times the cable diameter after installation.
- b. Pulling: Maintain pulling tension within manufacturer's limits. Use a pulling tension meter when using mechanical assistance during installation. Record maximum pulling tension for each cable run and submit to the Owner for review if requested. Replace runs when manufacturer's maximum pulling tension is exceeded.
- c. Protection: Place and suspend cables in a manner to protect them from physical interference or damage. Replace cable if damaged during installation.
- d. Place cables with no kinks, twists, or impact damage to the sheath.
- e. Only use UL approved cable-pulling compounds when necessary to reduce pulling tensions.
- f. Secure cables at each telecommunications vault and building entrance with duct plugs.
- g. Provide a 30 feet (minimum) sheathed cable service loop at each end of the run within the Communications Rooms; Store slack in slack storage loop ring mounted on the wall. This coil shall be stored and labeled on the wall in a storage ring,

3. Routing
  - a. Install cables within designated pathways.
  - b. Neatly dress and organize cables using designated cable routing facilities and fasten to support devices via tie wraps or Velcro-type straps.
  - c. When routing horizontally within telecom rooms, utilize the overhead cable tray/runway or install new J-hook supports. When routing vertically within telecom rooms, install the wall mounted vertical cable supports (D-Rings) and properly fasten. "Properly fasten" shall consist of cable ties in a 'crossed' configuration per cable or cable bundle (up to three cables or innerducts) every 24 inches on center.
  - d. Place and suspend cables in a manner to protect them from physical interference or damage.
4. Termination
  - a. Provide the termination panel in designated equipment rack or on the wallfield per drawings (if not shown, locate at the top rack).
  - b. Provide accessories required for proper installation of each termination panel, including connector panels and adapters.
  - c. Properly strain relief cables at termination points (at/within the fiber optic termination panels) per manufacturer's instructions.
  - d. Terminate/connectorize fiber strands at both ends using the specified fiber optic connectors appropriate for the mode type of the fiber. Perform terminations in accordance with manufacturer's instructions.
  - e. Provide required tools, consumables and accessories for complete termination of fiber strands.
  - f. Provide 3 feet of unsheathed fiber slack within the patch panel/termination enclosure at each end of the run. Properly store fiber slack in rear of patch panel into the 'routing rings', per manufacturer's instructions. Include 'extension' service loop/fold in the rear of the shelf to allow the drawer to be pulled out without putting tension on the fibers.
  - g. Secure the fiber to the entrance of the patch panel with hook and loop fasteners.
  - h. After installation and termination of the fiber cable, install labels on the patch panel showing:
    - 1) Type and quantity of fiber cable
    - 2) Termination location at far end including building name and comm room name.
    - 3) Length of fiber cable.
  - i. Attach a self-adhesive clear plastic sleeve to the inside of the plexiglas cover of the panel. Slide in a laser printed label showing all information about the fiber cable.
  - j. Label the fiber cable just outside of the fiber panel with a yellow fiber optic cable label, Panduit No. PST-FO.
5. Splicing of Pig-tails shall be completed with a fusion splicer, or equivalent.
  - a. Each strand shall be thoroughly cleaned and all coverings shall be removed prior to splicing
  - b. To cleave the fiber, use the method and equipment recommended by the manufacturer of the fusion splicer that will be used.
  - c. Fibers shall be properly aligned prior to splicing.
  - d. The splicer used shall be able to inject light directly into the fiber just after it is spliced, and provide an estimate of the loss through the splice.
  - e. After splicing, a heat shrink tube with a rigid skeleton shall be used to protect the splice. Coordinate this heat shrink tube with the splice tray to be installed in the splice shelf. Heat shrink tubes shall fit into the grooves in the splice tray.
  - f. Loss through the splice shall be no more than 0.1 dB

**Exhibit B**  
**Handholes**

**GENERAL**

**3.04 SECTION INCLUDES**

- A. In grade handholes for pull and junction boxes. Where particular specifications, such as manufacturers or brand names are specified, Contractor may provide alternates or their equivalents to the extent they provide the same or better functionality and pending the review and approval of MDOC.

**3.05 PREPARATION**

- A. Contractor shall secure all permits required to install any handholes and underground conduits as per the contract drawings.
- B. All negotiations and paperwork required for installation of underground conduits and handholes shall be completed by the Contractor.
- C. Contact MISDIG prior to any digging.
- D. Contractor is responsible for any and all utilities that may be damaged during the installation of the handhole and associated conduits.

**PART 4 - PRODUCTS**

**4.01 ACCEPTABLE MANUFACTURERS**

- A. Quazite or other equal

**4.02 MATERIALS**

- A. Handholes shall be constructed from polymer concrete and reinforced by a heavy weave fiberglass.
- B. Enclosures and covers shall be dark green or gray in color.
- C. Enclosures and covers shall be rated for no less than 5,000 pounds over a 10 inch x 10 inch area (AASHTO H-20 loading) and be designed and tested to temperatures of -50 degrees fahrenheit.
- D. Material compressive strength should be no less than 11,000 psi.
- E. Handholes shall be impact resistant, tested per ASTM D-2444
- F. Water absorption shall be less than 1 percent, as per ASTM D-570.
- G. Provide skid resistant surface integrally molded covers.
- H. Boxes shall be stackable for extra depth.
- I. Provide stainless steel penta head bolts recessed in each corner of cover to secure box cover.
- J. Provide logo in cover reading "COMMUNICATIONS."

**4.03 HANDHOLE**

- A. Typical handhole for use throughout the project shall be a stackable enclosure box with an open bottom.
  - 1. Each box shall be 36" inches long x 24 inches wide x 35 inches deep minimum inside dimensions.
  - 2. Equip with a lid that has a logo that states "Communications"
  - 3. 36" long x 24" high x 24" deep handhole shall Quazite #PD2436BA26 or equal. Equip with an extension, Quazite #PG2436EA08 or equal.
  - 4. Outside each dorm at transitions from building conduit to underground backbone conduit a smaller handhole shall be installed. No smaller than 18"x24"
- B. Secure the lid to the handhole with Penta-head bolts.

#### 4.04 PENTA-HEAD SOCKET

- A. Provide a penta head socket for standard socket drive wrench so as to allow Owner to remove and install handhole covers.

### **PART 5 - EXECUTION**

#### 5.01 INSTALLATION

- A. Install handhole, top flush with final grade, with slight grade away from cover for drainage at locations as shown on plans.
- B. Provide 6 inches of pea gravel under handhole for drainage.
- C. Provide clean backfill, well tamped around handhole box.
- D. Provide stackable quantity of handholes to meet depth required.
- E. Route cables along sides of the handhole where possible. Attach to the side with Quazite cable racks and cable hooks.
- F. Where required, the Contractor shall install pulling hooks for installing cables and conduits. Hooks shall be installed in the walls opposite the conduit entrances.
- G. After complete backfill around the handhole with topsoil to a depth of 6" from the top of the handhole.
  - 1. The Contractor shall repair the surface back to its original state.
  - 2. Dirt and gravel shall be replaced.
  - 3. Where grass was removed, it shall be reseeded and covered with straw. Initial watering shall be completed by the Contractor. Additional watering will be completed by the Owner.
  - 4. Where plants were removed, the Contractor shall replace the plants and re-landscape the area back to its original state.

**Exhibit C**  
**Exterior Pathways**

**SECTION 28 2100 – Exterior Raceways**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. This section describes products and practices regarding the installation of conduits and cables exterior to buildings. Where particular specifications, such as manufacturers or brand names are specified, Contractor may provide alternates or their equivalents to the extent they provide the same or better functionality and pending the review and approval of MDOC.

**1.02 PREPARATION**

- A. Contractor shall secure all permits required to install cable on any poles and install underground conduits as per the contract drawings.
- B. All negotiations and paperwork required for installation of underground conduits and attachment to poles shall be completed by the Contractor.
- C. Contact MISsDIG prior to any digging.
- D. Contractor is responsible for any and all utilities that may be damaged during the installation of the cable to the poles and the installation of any underground conduits.

**1.03 STANDARDS TO FOLLOW FOR INSTALLATION**

- A. NFPA 101. Life Safety Code
- B. ANSI/TIA/EIA-758 Customer-Owner Outside Plant Telecommunications Cabling Standard. TIA/EIA-758-1 Addendum No: 1
- C. ANSI/TIA/EIA-606-A Administration Standard for the Telecommunications Infrastructure of Commercial Buildings.
- D. BICSI. 2006. Telecommunications Distribution Methods Manual (TDMM) 11th edition. Tampa, FL: BICSI
- E. BICSI. 2007. Outside Plant Distribution Reference Manual (OSPDRM) 4th edition. Tampa, FL: BICSI
- F. Federal Communications Commission. 1998. Code of Federal Regulations, Title 47, and Telecommunication—Parts 40 through 69. Washington, DC: FCC.
- G. Institute of Electrical and Electronic Engineers. 2002. National Electrical Safety Code®. Piscataway, NJ: IEEE.
- H. 2002. ISO/IEC 18010: 2002. Information Technology—Pathways and Spaces for Customer Premise Cabling. Geneva: International Organization for Standardization/International Electrotechnical Commission, 2002.
- I. National, State, Local and any other building and fire codes.
- J. National Fire Protection Association, Inc®. 2005. NFPA 70. National Electrical Code® Handbook. Quincy, MA: NFPA.
- K. National Electrical Contractors Association/BICSI. 2006. ANSI/NECA/BICSI-568-A. Standard for Installing Commercial Building Telecommunications Cabling. Bethesda, MD: NECA.
- L. National Electrical Safety Code® (NESC®).
- M. Telecommunications Industry Association. 2002. ANSI J-STD-607A. Commercial Building Grounding (Earthing) and Bonding Requirements for Telecommunications. Arlington, VA: TIA
- N. 2004. TIA-569-B. Commercial Building Standards for Telecommunications Pathways and Spaces.

- O. United States Department of Labor. DOL. Regulations. 29 CFR Part 1910, Occupational Safety and Health Standards. Washington, DC: OSHA
- P. RUS Bull 1751F-640 Design of Buried Plant, Physical Considerations
- Q. RUS Bull 1751F-643 Design of Aerial Plant
- R. International Code Council: ICC

## **PART 2 - PRODUCTS**

### **2.01 UNDERGROUND MATERIALS**

- A. All underground conduits installed via trenching shall be sized as shown on the drawings, Schedule 40, PVC, Carlon Plus 40 type conduit or approved equal.
  - 1. Conduit shall meet NEMA specifications: TC-2 (Conduit), TC-3 (Fittings) and UL 651 Conduit) and 514b (Fittings).
  - 2. The conduit shall be made from polyvinyl chloride compound (recognized by UL) which includes inert modifiers to improve weatherability and heat distortion.
  - 3. The conduit and fittings shall be homogeneous plastic material free from visible cracks, holes, or foreign inclusions. The conduit bore shall be smooth and free of blisters, nicks, or other imperfections that could mar conductors or cables.
  - 4. All PVC conduit shall be connected with clear solvent Carlon Cement No. VC9962. Conduits shall only be joined when temperature is above 30 degrees F.
  - 5. If conduit is to be installed in weather less than 30 degrees F, use Carlon Cement No. VC9982.
- B. Where required the contractor shall install EMT type conduit sized as per the drawings inside buildings. Install fiber cable inside conduit where it is within 15' of an inmate accessible area.
  - 1. Electrical Metallic Tubing (EMT) shall be Listed to Standard for Electrical Metallic Tubing - Steel, UL 797 and produced to American National Standards Institute - ANSI C80.3
  - 2. Provide fittings for connecting conduit to boxes and the building. All fittings shall be UL listed. Compression fittings shall be used. Set screw fittings are not approved.
  - 3. All fittings shall be compression fittings. No set screw couplers are allowed
- C. Innerduct to be installed inside underground conduit. shall be Carlon 1-1/4 inch or 1 inch flexible, smoothwall, riser rated innerduct as noted on the drawings.
  - 1. Provide the quantity of innerducts in each conduit as noted on the drawings.
  - 2. Each innerduct shall be installed with a pull tape.
  - 3. All innerduct shall be orange in color and footage shall be marked.
  - 4. Innerduct shall be orange in color.
- D. All unused conduits and innerducts installed by the contractor shall be plugged with a tapered plug sized for the conduit to be plugged.
  - 1. Plugs shall be universal plastic plugs by Osburn Associates or equivalent.
- E. Where more than one conduit is installed in an open trench, the conduits shall be installed with spacers. Conduits shall be spaced a minimum of 1-1/2 inches apart.
  - 1. Spacers shall be available for conduits from 2 inches to 4 inches.
  - 2. All spacers shall secure conduits in place during installation of fill around conduits.
  - 3. Spacers shall be connected to each other to provide a tight and secure fit.
  - 4. Spacers shall provide rigidity for the conduit system if the fill is dirt, sand, or concrete.
- F. Underground warning tape shall be installed when open trenching has been done, and conduits have been installed for communications cables.
  - 1. Warning tape shall be a minimum of 3 inches wide.
  - 2. Tape shall be printed with the logo: "WARNING: COMMUNICATIONS CABLES BURIED BELOW."
  - 3. Tape shall be a detectable tape when buried at 18 inches below the surface.
  - 4. Detectable portion shall be aluminum foil, with foil being surrounded by polyethylene. Tape shall be orange in color.
  - 5. Fiber optic Tools #FOT6508 or equal

- G. Where conduit is directionally bored, install a copper cable, minimum #6 AWG for identifying location of conduits in the future.
- H. Lubrication for communications during installation shall be Gardner Bender No. 79-402 or equivalent.
  - 1. The cable pulling lubricant shall be compatible with all cable jackets.
  - 2. The lubricant shall be UL or CSA listed.
  - 3. The lubricant shall contain no waxes, greases, silicones, or polyalkylene glycol oils or waxes.
  - 4. A 200 gram sample of the lubricant, when placed in a 1 foot, split metal conduit and fully dried for 24 hours at 105 degrees C, shall not spread a flame more than 3 inches beyond a point of ignition at a continued heat flux of 40 KW/m<sup>2</sup>. Total time of test shall be 1/2 hour.

### **PART 3 - EXECUTION**

#### **3.01 INSTALLATION SURVEY**

- A. The contractor shall conduct an initial installation survey of the route and facilities to plan and schedule the installation of the raceways and cables.
  - 1. Before beginning construction, consult available records and contact other utilities and government agencies to determine existing or proposed facilities (e.g., power, fuel oil, gas, sewer, water mains and telephone cable systems).
  - 2. Gather general information about the existing OSP conditions to determine where the proposed OSP facilities will be placed.
  - 3. Preliminary investigations allow for the following to be considered:
    - a. Building construction
    - b. Road improvement or repair operations
    - c. Landscaping
    - d. Safety conditions
    - e. Work site equipment access
    - f. Future maintenance
  - 4. During the installation survey, prepare sketches and notes showing measured distances from curb, centerline, or property lines to catch basins, sewer maintenance holes, hydrants, tracks, utility cover plates, etc. that might have impact on the installation.
    - a. Notes shall also be made of construction details (e.g., railroad crossings, bridge attachments, and abnormal soil conditions) that might influence the proposed infrastructure.
    - b. Provide all notes to the designer.
    - c. No extra funding will be provided for site conditions.
- B. Ground Penetrating Radar
  - 1. Contractor shall employ a firm to complete Ground Penetrating radar at all locations where underground conduits or handholes are to be installed.
  - 2. Provide the owner with a GPS map showing all tested areas and all utilities and conduits and cables found in the paths.
  - 3. Revise paths as required to support installation of conduits and handholes away from existing utilities.

#### **3.02 INSTALLATION UNDERGROUND**

- A. Where Directional Boring, see Directional Boring specification section.
- B. When open trenching for the installation of conduits, the conduits shall be buried below the frost line.
  - 1. Verify installation depth with local building authorities prior to installation.

2. Install PVC conduits for all underground conduits except at building entrances and under roads and train tracks.
  3. Install the quantity of conduits as shown on the contract documents. Provide all connectors required for the installation of a completely operational and secure system.
  4. When installing 3 or more conduits for communications in the same trench, the conduits shall be stacked with no more than 2 conduits laid side by side, unless specifically noted.
  5. Utilize conduit spacers for stacking and keeping conduits a consistent distance away from each other.
    - a. Where conduits are installed in a trench, provide conduit spacers a minimum of every 5 feet.
    - b. Spacers shall be installed to withstand the backfill process. All spacers at any 1 location along the conduits shall be mechanically connected.
    - c. The Contractor shall make sure that the concrete extends between and underneath each conduit during the backfill process.
    - d. Where more than 2 and less than 5 conduits are to be installed in the same trench, the conduits shall be stacked with no more than 2 conduits per level.
    - e. Where more than 4 and less than 7 conduits are to be installed in the same trench, the conduits shall be stacked with no more than 3 conduits per level.
    - f. Where conduits turn 90 degrees the contractor shall install 60" radius conduit sweeps for all 4" conduits.
  6. There shall be a minimum of a 3 inch space between the conduits and each side of the trench after initial conduit installation.
  7. Prior to backfilling the trench, the Contractor shall have the Engineer inspect the work and sign off on its installation.
  8. Backfill shall be completed with pea gravel and dirt. Contractor shall ensure that the pea gravel is fully encasing each conduit. No spaces or air pockets are allowed.
    - a. Sand or pea gravel fill shall extend 1 inch above the topmost conduit. Fill the rest of the hole with the previously removed material.
    - b. Fill the rest of the hole with the previously removed material.
  9. During installation and backfill the Contractor shall ensure that none of the conduits are broken or damaged. Any broken or damaged conduits shall be replaced by the Contractor at the Contractor's expense.
  10. Install a warning tape above all buried conduits at 18 inches below the finished grade. See specifications above for warning tape.
  11. Where the conduits route below a street or train tracks, or where the conduits enter a building, the PVC shall be replaced with rigid galvanized steel (RGS) conduit.
    - a. 3 feet before routing below the road or train tracks, transition from PVC to RGS conduit. Provide all the connectors and hardware required for a smooth transition.
    - b. 18 inches prior to routing through a wall, transition from PVC to RGS conduit. Provide all the connectors and hardware required for a smooth transition.
  12. After completion of conduits and backfill around conduits, the Contractor shall repair the surface back to its original state.
    - a. Dirt shall be replaced.
    - b. Where grass was removed, it shall be reseeded and covered with straw. Initial watering shall be completed by the Contractor. Additional watering will be completed by the Owner.
    - c. Where plants were removed, the Contractor shall replace the plants and relandscape the area back to its original state.
- C. Install the quantity of innerducts into the underground conduits as directed on the drawings.
1. Fiber cables can be installed inside the innerducts.
  2. Innerducts shall be marked at each end with a sequential number so that the innerduct can be identified at each end.



- D. Any unused conduits and innerducts installed by the contractor shall be plugged with a tapered plug at each end. The plug shall be installed to stop water from passing through the conduit.
  - 1. Where conduits enter a manhole or a building, they shall be sealed to prevent water from entering from around the conduit.
- E. Install a detectable warning tape no more than 18 inches below finished grade to mark the location of the underground conduits.
  - 1. The warning tape shall be installed directly above the center of the conduits.
  - 2. The tape shall be installed so that the words are visible on the top of the tape.
  - 3. Contact Engineer and Owner to review the required markings on the tape.
- F. When installing underground cable the contractor shall install based on BICSI and Industry standards.
  - 1. For installation of cables the contractor shall consider using a capstan that utilizes a hydraulic motor.
    - a. Typical pulling speeds of 75 –150 fpm
    - b. Typical pulling distances ~ 1000 –2500 ft
    - c. Utilize a Pressure gauge that displays hydraulic pressure –not cable tension
      - 1) Gauge must be calibrated to indicate cable tension
      - 2) Hydraulic relief valve needs routine calibration to confirm and/or adjust bypass valve at 600 lb tension
  - 2. Maximum rated cable load should be 600lb (typically)
    - a. Pressure gauge displays should display hydraulic pressure –not cable tension
    - b. Gauge must be calibrated to indicate cable tension
    - c. Utilize a breakaway pulling swivel
  - 3. At underground locations, maintain a slack loop on the pull-of side of intermediate capstands
    - a. This prevents additive pulling force of multiple capstans
    - b. Provides a pulling buffer.
  - 4. Minimum bend radius of cables shall be:
    - a. Under load (during installation)
      - 1)  $-R_{min} = 15 \times OD$
    - b. No load (after installation)
      - 1)  $-R_{min} = 10 \times OD$
    - c. Note: diameter = 2 x radius, therefore
      - 1)  $-D_{min} = 30 \times OD$  (during installation)
      - 2)  $-D_{min} = 20 \times OD$  (for storage coils)
  - 5. When installing cable it may be required to coil cable at intermediate pulling locations and corners. Utilize the figure 8 method of cable stowage for temporary stowage locations.
    - a. When figure 8-ing large heavy cables, use the “Smear Method” for stacking the cable layers
    - b. Offset the cross-over points in each layer by about 4 inches. This will help prevent sheath dents caused by the cable’s own weight

**Exhibit D  
INTEGRATION LIST**

All associated costs with integration must be assumed by the Contractor.

<u><b>Current Technology</b></u>	<b>STG 2.8 (State of Michigan)</b>
<u><b>Volume of Data</b></u>	<b>3 MB quarterly/ 12 MB annually</b>
<u><b>Bidder Response</b></u>	
<u><b>Current Technology</b></u>	<b>JPay</b>
<u><b>Volume of Data</b></u>	<b>2200-2400 Incoming Files. Incoming File size 70-120KB</b>
<u><b>Bidder Response</b></u>	
<u><b>Current Technology</b></u>	<b>Keefe</b>
<u><b>Volume of Data</b></u>	<b>36000-45000 Incoming Files. Incoming File size 2500-3000KB</b>
<u><b>Bidder Response</b></u>	
<u><b>Current Technology</b></u>	<b>GTL</b>
<u><b>Volume of Data</b></u>	<b>800-1200 Incoming Files. Incoming File size 80-150KB</b>
<u><b>Bidder Response</b></u>	
<u><b>Current Technology</b></u>	<b>Visitor Tracking (State of Michigan)</b>
<u><b>Volume of Data</b></u>	<b>17 KB daily estimated</b>
<u><b>Bidder Response</b></u>	